UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

JEANNIE K. MAY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No. 4:14-CV-578-TCM**
	)	
NATIONSTAR MORTGAGE, LLC,	)	
	)	
Defendant.	)	

JURY TRIAL
VOLUME 4

BEFORE THE HONORABLE THOMAS C. MUMMERT III
UNITED STATES MAGISTRATE JUDGE

NOVEMBER 19, 2015

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(Produced by computer-aided mechanical stenography.)

INDEX

Witnesses:

Video Deposition of Daniel J. Maestas, M.D. . . . . . . Page 3
Video Deposition of Doug Huss . . . . Page 4
Reading of Deposition of Doug Huss . . . . Page 4

JEANNIE K. MAY
Direct Examination by Mr. Humphreys . . . . Page 5
Cross-examination by Mr. Tillotson . . . . Page 110

(The following proceedings were held within the hearing and presence of the Jury.)

THE COURT: So where the hell have you been?

(Laughter.)

THE COURT: Sorry, ladies and gentlemen. We've really been working hard since about 8:00 this morning, little bit before 8:00, about a quarter to 8:00. And we got a good head start. The legal instructions take some time to get through, and this case is no different than any other case I've presided over. So we weren't just loafing. We were really trying to get these things together.

That being said, I think there's still a portion of the cross-examination of the doctor's deposition coming.

MR. TILLOTSON: Yes, Your Honor. On behalf of Nationstar, there's a short 14- or 15-minute clip of questions we'd like to play as our cross-examination of the doctor.

THE COURT: You may.

MR. TILLOTSON: Thank you.

Go ahead.

(Video deposition of Daniel J. Maestas, M.D. played.)

MR. TILLOTSON: I know you probably expect there's more given we had those blocks.

THE COURT: Yeah, there you go.

MR. TILLOTSON: It's an editing issue with the technologies.

THE COURT: Got it. All right. Thank you.

Next witness on behalf of the Plaintiff.

MR. WALLACE: Not of this witness, Your Honor.

THE COURT: Any additional? Your next witness?

MR. WALLACE: Yes. Yes. Next witness is going to be Doug Huss. He's corporate representative for World's Foremost Bank.

THE COURT: How long does this video take?

MR. WALLACE: It's 15 minutes.

THE COURT: Got it.

(Video deposition of Doug Huss played.)

THE COURT: Is that it?

MR. WALLACE: That's it.

THE COURT: Is there a cross-examination of this witness?

MR. TILLOTSON: There is, Your Honor. Due to technical problems with the original video, I would like permission to read it to the Jury.

THE COURT: You may.

(Reading of deposition of Doug Huss.)

THE COURT: Next witness.

MR. HUMPHREYS: Call the Plaintiff, Your Honor, Jeannie K. May.

THE COURT: Do you want to step forward, ma'am, and be sworn in.

JEANNIE K. MAY,

HAVING BEEN FIRST DULY SWORN, WAS EXAMINED AND TESTIFIED AS FOLLOWS:

DIRECT EXAMINATION

BY MR. HUMPHREYS:

Q Morning.

A Morning.

Q Would you go ahead and introduce yourself to this Jury?

A Sure. My name is Jeannie May. I'm Plaintiff in the case.

Q Go ahead and speak up a little bit.

A My name is Jeannie May. I'm Plaintiff in the case. I'm from the St. Louis area, born and raised in north St. Louis County and lived here most of my life and work at Washington University School of Medicine.

Q Okay. Thank you.

A Uh-huh.

Q You filed bankruptcy, right?

A Yes.

Q When did you do that?

A In 2007.

Q Why?

A I -- I had -- I was having financial difficulty because of some life events basically.

Q Because why?

A Some life events that I had experienced.
Q Tell us just a little bit about that.
A Well, I was living out in Wentzville in 2006. I was struggling then financially. I was, you know, getting by but struggling. And in January of 2006, I got a call that my mother was in the hospital. I -- I had to go to the hospital because they had tried to reach my brother and couldn't. And --
Q Well, just tell us the short version. I'm sorry about your mom's illness.
A Okay. Basically, when they released her from the hospital, she couldn't go home because we couldn't provide the care she needed. So we had to find a care facility for her. I was her power of attorney so I was her -- at that point, I became her primary caregiver.
Q Okay. So basically you missed some time from work?
A I missed a little time from work. I was doing a lot of traveling between Wentzville and St. Louis, a lot of commuting. I was incurring expenses because of it, and so that added to my financial -- financial strain basically.
And in March of that year, we lost had her. She had no life insurance. She had no assets. So we had to -- my sister and I had to come up with the money to basically pay for the funeral and --
Q Okay. Okay.

A So . . .
Q And so tell us about the decision to file bankruptcy.
A I'm sorry?
Q Tell us about the time when you had to make the decision to file bankruptcy.
A Basically, I had -- I had tried to avoid that.
Q Okay. And was there anything else going on in your life other than your mom's passing that contributed to your financial stress?
A Yes.
Q Tell us about that.
A After -- after my mom passed, I actually moved from Wentzville back to St. Louis to try to downsize and sort of, you know, take the strain off the financial burden. And I was sort of getting things in order and -- and working on that, and then in 2007 -- in August of 2007, my son was arrested for selling drugs.
Q How old was he at that time?
A 17.
Q Did you know that this was going on under your nose?
A I suspected something. I wasn't sure what was going on. I -- before he got arrested, I sat him down and said, "I don't know what you're doing, but I know something's up."
And I -- you know, I basically told him, when he turned 18, if he didn't, you know, get himself together, that he was

going to have to find another place to live. And so two weeks later, he was arrested. And at this point in time, I think that saved both of us. You know, it saved our relationship. It saved him.

Q Okay. Well, how does his getting arrested on drug charges impact your finances?

A His father and I had to come up with money for attorneys, you know, because he was in serious trouble. He needed an attorney. So his father and I -- and he -- you know, we came together as a family. We worked through it, and he served his five years of SIS probation. And he's, you know, turned himself around, and I'm really proud of him.

Q Okay. And this -- the drug charges were when?

A I'm sorry?

Q When were the drug charges?

A He was selling drugs.

Q I know. When? When did he get charged?

A It was August of 2007 he was arrested. The trial was in 2008.

Q Okay. Okay. I'm just looking at the finances.

A Yeah.

Q All right. And when -- you told us your mom passed earlier in the year?

A Yeah. Yeah. And I was -- I was actually starting to recover from that when this happened in 2007.

Q Okay. And when did the bankruptcy get filed?
A In November of 2007.
Q And do you know what chapter of the Bankruptcy Code you used?
A It was Chapter 13.
Q Why did you go with a 13 and not a Chapter 7?
A There were two reasons. You know, I grew up -- I was taught that, you know, you pay your debt. You -- you work hard, and pay your debt.
I wanted to keep my house. That was one reason. And the second reason was I felt a responsibility because I had incurred that debt. You know, it was my debt. So I felt a responsibility to try to pay as much as I could.
Q Well, you incurred the debt in May of the same year you filed bankruptcy, right? You borrowed the money the same year you filed bankruptcy?
A I'm not -- for the house, you mean?
Q Yeah.
A Yes.
Q Okay. And when you filed bankruptcy, were you past due on your mortgage?
A No. When I filed bankruptcy -- I'm sorry -- yes. Yes.
Q Okay. And did you have other debts, too, that racked up?
A Yes.
Q All right.

A Yes.
Q And did you get through the bankruptcy eventually?
A I did.
Q Did you have any -- any stumbles along the way?
A I did. I did get behind at one point in 2010, I believe.
Q Okay. How many -- you got behind in your payments to the bankruptcy court?
A Yes.
Q How many payments?
A Five, I believe it was.
Q And did you get that fixed?
A I did.
Q How'd you get it fixed?
A I actually -- I actually was able to borrow a little money from a family member and pay that off.
Q Okay. And let me show you 32. Let's put it up on the screen. Could we maybe have them see the whole thing. So -- all right.
Is that a copy of the cashier's check, Exhibit --
A Yes.
Q -- 32?
A Uh-huh.
Q And did you pay that to get your -- get caught up with the bankruptcy plan?
A Yes.

Q And that was in response to a motion they had to file to get you caught up, right?
A Yes.
Q And after you got caught up, did you -- were you aware of there being any paperwork filed by Nationstar saying that you were current with the bankruptcy plan?
Do you know if Nationstar filed any papers with the bankruptcy court to -- to release their motion to have you kicked out of bankruptcy?
A Yes.
Q Okay. And were you able to, after this payment of May 6th, 2011, continue to make your regular monthly payments through -- under the bankruptcy?
A Yes.
Q Yeah. All right. And do you know of any difference between being current on the bankruptcy plan and being current on the underlying agreement you made with, I guess, Citi -- the note?
A I -- from my understanding, I -- I paid a certain amount to the bankruptcy trustee to -- to get caught up on the two months that I was delinquent when I went into bankruptcy.
Q Okay.
A And then I continued to pay the regular payments to the mortgagor.
Q Okay. And did you ever get any information from the

bankruptcy court about whether or not you actually were able to pay back Nationstar the -- the payments you were not able to make when you filed the bankruptcy in 2007?
A I'm sorry. Can you repeat that?
Q Yeah. Did you ever get any confirmation from the Court whether or not you cleared up your debt with Nationstar --
A Yes.
Q -- to get current on the note?
A Yes.
Q All right. Let's use Plaintiff 115. Let me hand you what's been marked Plaintiff's Exhibit 115.
Is that a paper from the bankruptcy court?
A Yes.
Q Take a look at that top group in there. Do you see it?
A Yes.
Q Is there a date on that?
A Yes. November 15th of 2012.
Q And what does that say basically? Can you interpret it, or do you want me to give you a hand?
A It's basically from the United States Bankruptcy Court. It's a notice of final cure of payment, which means that I -- I have paid up to date on my --
Q Okay. And how much did it say you had paid from your -- as of this time period in 2012, how much money had you had to pay to get caught up?

A $1,709.70.
Q Let me hand you Plaintiff's Exhibit 16. Does that have a date of filing on it?
A 11-29-2012.
Q Okay. What is that date?
A It's --
MR. TILLOTSON: Your Honor, I don't mean to interrupt, but if there's a technical problem, I don't mind our -- Mr. Delany bringing up their exhibits, if that would work.
THE COURT: Thank you.
MR. HUMPHREYS: Yeah. Thank you.
THE COURT: That would be very helpful. Thank you very much. Thanks.
MR. TILLOTSON: What number do you want us to bring up? 115? Okay. If you'll give us back the power -- I mean electronically -- and -- and -- there you go. If you'll just direct him to what page you need, we'll be able to highlight it up there.
MR. HUMPHREYS: All right. Thank you.
THE COURT: Thank you.
MR. TILLOTSON: Of course, Your Honor.
Q (By Mr. Humphreys) So what is your understanding of what we're looking at here with Plaintiff's 115?
A This is a response from Nationstar Mortgage to the notice

of final cure payment from the bankruptcy court that says that the creditor agrees that the debtor has paid in full the amount required to cure the pre-petition default to be paid through the Chapter 13 plan.

MR. HUMPHREYS: Okay. Thank you. If we can look at 30, please.

Q (By Mr. Humphreys) Do you recognize this, Exhibit 30, the one that you can see on your screen there?

A Yes.

Q What is that?

A That's the discharge order that I received to let me know that the Chapter 13 was complete and discharged.

Q Do you remember getting a copy of this?

A Yes.

Q And that was in early January of 2013?

A It was.

Q What was that like?

A It was wonderful.

Q Why?

A Because -- because I'd tried to avoid filing in the first place. I never wanted to file, and the fact that I had to was -- I just found it embarrassing.

And getting through that, the five-year payment plan was really difficult. And I think probably the reason is I underestimated my -- my living costs, you know. I -- when you go into the plan, they ask you to estimate how much you think you're going to need to live on during that five years so that they can figure out how much of your money you can pay them.

And I think I underestimated what I was going to need, so it was tough getting through that five years.

Q Okay. And what's going on with your son, who was involved with his drug problem in 2007? How's he doing in '13?

A He -- he was getting out of his probation. He was -- he was being released. He was released early. He met all the Court's requirements, and he -- and he did really well.

So we were both really, really happy at that point. You know, we felt like, you know, we basically had a new lease on life, you know. We were going to get to start over.

Q Okay. And how old is your son now?

A He's 26.

Q Does he live with you still in the home?

A Yes.

Q Let's take a look at Plaintiff's 29, please. And before we get to that exhibit, let me clean up a few things here.

Now, this Chapter 13 bankruptcy you filed in 2007, had you ever before had to file for bankruptcy?

A No.

Q And have you ever filed for bankruptcy since?

A No.

Q And let me just -- I think we're going to do this by hand here. Let's take a look at Exhibit 69.

Is this your Equifax credit report?

A Yes.

Q And is that -- I think there was some discussion of that yesterday by Nationstar in their case.

Could we flip up to the "closed account" section?

MR. TILLOTSON: Just tell him what page, if you know.

MR. HUMPHREYS: I don't have the exhibit in front of me.

MR. TILLOTSON: Just go to the next page. Just keep going.

MR. WALLACE: Go back up just a little bit. Right there. Oh, one down. Right there. Yeah, right there.

MR. HUMPHREYS: Okay. Let's go to page 5 of 12, which is May514, and just the whole -- yeah.

Q (By Mr. Humphreys) So do you see the report of -- of U.S. Bank there?

A Yes.

Q And look at the very last line there under that account. Actually, the first line there, it says --

This U.S. Bank account, is that an open account?

A Uh-huh. Yes.

Q And it says "pays as agreed" at the time of this report?

A Yes.

Q Okay. And then the next account is Wells Fargo?
A Yes.
Q And are you paying that one as agreed to under status?
A I -- I don't --
Q Okay. It says "closed."
A I don't know. I don't have an open account with them currently.
Q Okay. Well, I guess I should say --
A But, yeah, it says paid as --
Q And it also says closed or paid as --
A Yes.
Q -- or paid account zero balance.
A Yes.
Q And just roll through there to, I guess it would be, 513.
And without having to get into -- spend too much time on this, can you go through there and see that each one of these on 513 --
513, please. Thank you. Okay. I think just leave it at that, this resolution here. All right.
So can you confirm that the accounts that show on this page, 513, were opened before the bankruptcy and paid out and closed?
A They were part of the bankruptcy.
Q Okay.
A Yes.

Q And did these all end up with zero balances?
A I'm sorry?
Q Did they all end up with zero balances at the end of it?
A Yes.
Q Okay. So you were able to get everything paid off?
A Yes.
Q Okay. Thank you. Let's go to 29, and if I could direct your attention to that first half of the page.
Is that an account statement that you received from Nationstar?
A Yes.
Q And this is -- is this the first statement you would have received after the Chapter 13?
A Yes.
Q Did you have any contact with Nationstar, that you recall, prior to getting this statement in the mail?
A I did. I contacted them just to make sure that, you know, they had the same information I had, that the account was current. And I asked them when they were going to start sending me statement because, when I was in Chapter 13, CitiMortgage had sent me -- agreed to send me monthly statements. But when Nationstar took over the loan, they did not do that. So I wanted to know when they were going to start -- when they were going to resume sending me statements.
Q And did you have any discussions with them about the

status of your account?
A I did.
Q Tell us about that.
A I told them that I wanted to confirm that they showed that I was current, as I showed that I was current. And they said I did.
Q Okay. And do you recall getting this first statement from Nationstar that we have as Exhibit 29 in front of you?
A I do. The thing that shocked me was the amount they said I owed after they told me I was current. And, secondly, they had told me that it would take awhile for the statements to resume. And this statement was processed one day after I spoke to them.
Q Okay. And how -- how much is being claimed due here?
A $2,956.58.
Q And how much of that do you believe -- did you believe you owed?
A Zero.
Q Well, of the whole balance. I mean you had to make your payment.
A Well, the house payment obviously, 859.38.
Q So you had and $859 payment?
A Yes.
Q And you got a bill for almost 3,000?
A Yes.

Q What did you do when you got that?
A I was shocked.
Q What did you do?
A I called them and asked them, you know, why was I getting this bill when I had spoken to them and they had agreed I was current. And throughout this process, I was given three different reasons. I'm not sure which reason I got on this call. But, you know, as -- I know, in one of the calls, they told me it was because it wasn't taken care of during the Chapter 13.
Q Okay. Can we look at the bottom part starting with "please note," ending in "important messages." That's great.
And do you see an explanation here for the lender-paid expenses that are being charged to you?
A Yes. It's legal fees of $1,623.02 and property inspections for $504.
Q Okay. And you say you called in to -- when you got this statement.
Do you remember the phone call?
A Uh-huh.
Q Do you remember who you spoke with?
Let me do this here. Let's go to Exhibit 105.
A Yeah, I don't remember. There were so many calls. I don't remember who was on which call. Okay. It looks like Marissa.

Q Okay. I'm going to give you a copy of this thing.
First of all, tell us what this is. What are we looking at here?

THE COURT: Do you guys want to get a break to organize your exhibits? Or is there some --

MR. HUMPHREYS: No, I think we're off the rails because our --

THE COURT: That's what I mean. Is there any -- would a break assist?

MR. HUMPHREYS: This is not working. I mean, our computers, for some reason, are not interfacing with your system.

THE COURT: All right.

MR. TILLOTSON: Your Honor, if we can take a short, five-minute break and they tell us which ones, I'll be happy to bring them up.

THE COURT: Yeah, maybe we can do this. It will speed things up a little bit. Although I have to say I've got two criminal matters at noon which we're going to have to break again for.

MR. TILLOTSON: Three minutes may save us.

THE COURT: Yeah. Let's take a short break.
Ladies and gentlemen, you're again instructed not to discuss the case. Don't form or express any opinions about the case. Don't let anyone discuss the case in your presence.

We'll bring you back as soon as we get this taken care of.

(Court recessed from 11:23 a.m. until 11:33 a.m.)

(The following proceedings were held within the hearing and presence of the Jury.)

THE COURT: I did tell you that we reboot a lot around here. There's a cloud over my head, and it's electronics in the courtroom for some reason. And it's not one of those electronic clouds.

All right. You may proceed. And I apologize again. I'm going to break you off probably in about 20 minutes so I can take care of another matter.

MR. HUMPHREYS: I'll move as quickly as I can.

THE COURT: That's all right.

Q (By Mr. Humphreys) Okay. So we were talking about the first statement you received showing about a $3,000 balance. You said your payment was 850. You said you called. Tell us about the call.

A I called to ask why they thought I owed that money since they had told me previously I was current, and basically my notes here -- I mean, I didn't really get anywhere. I didn't get a good explanation.

Q Okay. You have in front of you what's been marked as Exhibit 105, and it looks like -- go ahead and put that up.

It's a chart, it looks like, or a spreadsheet or something with typewritten notes on it.

A I'm sorry. What date?
Q Is it generally speaking -- Exhibit 105.
A Okay.
Q Is it a chart that you made --
A Yes.
Q -- with certain information --
A Yes.
Q -- about phone calls?
A Yes.
Q And did you make this at the beginning when the first call came in, or did you go back and make this later?
A I made this based on notes that I kept when I made the calls.
Q Handwritten notes?
A Yes.
Q Okay. And -- all right. And is this helpful to you to refresh your memory as to what happened when and who you talked to?
A Yes.
Q Okay. So throughout this morning here, we might have you refer back to it. We don't necessarily need to show it up on the screen, but -- all right.
What did you make a note of happening on this March 4th call?
A I had called them and tried to explain to them that I was

current, and I didn't get anywhere.
Q Okay.
A I didn't get any resolution.
Q Did they make any requests for money from you?
A I'm sorry?
Q Did they ask you to make a payment or --
A They -- they suggested that I owed them money, yes.
Q Okay. Is there anything else you can tell us other than you got nowhere?
A I don't recall the exact conversation --
Q Okay.
A -- at this point.
Q Fair enough. All right. And what happened next?
A I got a call from Nationstar two days later, and they contacted me at work. And he asked me when I was going to pay the five months in arrears that I was delinquent on.
Q Okay. And tell us what you remember about that conversation?
A Well, I was shocked, first of all, that I was getting that call to begin with. And I -- I told him, I said, "There's no way I'm five months behind, and I can log on to my bank's website right now and get you payment confirmation."
Q Okay. Did you have access to your log-in account at Nationstar at this moment here in March of '13?
A I believe I did.

Q Did that change ever?
A Yes.
Q When?
A I don't recall exactly when, but I know that I -- I tried to log in at one point, and it said my account was locked. I tried changing the password. That didn't work. So I called, and I was told that because it was in litigation my -- my account was disabled basically.
Q Okay. Are you still blocked from your online access to your account?
A I haven't tried it recently only because I received an email from Nationstar while we were in litigation saying that I can access my online account, but in order to do so, I'd have to first agree to a new terms and agreements contract of some sort, which I'm not going to do.
Q Okay. All right. And are you getting monthly statements from Nationstar now?
A No.
Q All right. So how do you know what your account status is?
A I don't.
Q How's that been for you? Has that caused you any feelings?
A Yes. I have no idea what the balance is. I've been given multiple different payment amounts over the course of

this litigation. So I don't even know if I'm paying the right amount. I know that I'm paying one of the higher amounts I've been given because I'm afraid, if I pay the lower amounts that I've been given, they'll come back and say I'm in default.
Q Okay. All right. And then you -- did you get any letters from Nationstar returning any of your payments -- or excuse me. Let me strike that question.
Did Nationstar ever tell you that your funds were being placed in suspense?
A Yes.
Q Let's take a look at 154.
The very first document there, what's the date of that?
A February 28th of 2013.
Q And did you get that letter?
A Yes.
Q And what did it say just basically?
A It says a recent transaction on behalf of my account resulted in them placing unapplied funds in suspense.
Q Okay. Is that the only one of those letters you received?
A I'm sorry?
Q Is this May253, Plaintiff 154, a February 28th letter of 2013, is that the only time they sent you a letter saying that your funds are being held in suspense account?
A No.

Q Did you get any explanation from Nationstar as to why they weren't applying your monthly payments?
A No. And I believe I made a call about that.
Q Okay. How many -- do you remember about how many of those letters you received?
A Somewhere in the neighborhood of half a dozen.
Q Okay. All right. And they're all attached to Exhibit 154. So we won't go through them all right now.
And are you making any efforts to contact Nationstar to figure out what's going on with your account at this point?
A I am. And I don't recall if it was a phone call or an email where I questioned why funds were going into a suspense account.
Q Did you ever get an answer to your satisfaction?
A I think at one point I was told that, if they don't have enough to apply a full payment, they put it in suspense, which didn't make sense to me because I was sending my full payment.
Q Okay. And did the collection calls continue?
A They did.
Q This log you gave us here, 105, is that 100 percent complete --
A No.
Q -- record of every call you received?
A No.
Q How come?

A Some of them did not get documented because I might have gotten calls at, you know, an inconvenient time where I didn't have a way to document it. There were calls that I did not answer because -- I had caller ID at work. So there were times when they did call my work phone that I did not answer because my boss was sitting at his desk.

Q Did your emotional state change any from what you told us, how you were doing in January of 2013 through this March of 2013 time period we're in here now?

A Yes.

Q Tell us how.

A My stress level skyrocketed because, in January of 2013, I had plans to get my house ready to sell and move. And when this started, I knew immediately there was no way I was going to be able to do that because they were saying I owed them money that I didn't owe them. And I knew that, until I got this straightened out, I would not be able to move because, if they're reporting that I'm not paying them, no one else is going to give me a mortgage loan.

Q These phone calls you say you received at work -- did you ever get emotional at work?

A I did.

Q Would you tell us about that, please?

A There was one call that -- I mean, I -- I was just at my wit's end. I couldn't understand why they were calling me,

and I actually had to leave the office and go to the ladies' room because I was in tears.
Q Has that ever happened to you before?
A I'm not a crier. You know, I cry when most people cry. You know, I cried when my son was arrested. I cried at my mother's funeral, you know. But I am not your typical -- I don't cry. So, you know, that was kind of embarrassing for me because I was at work.
Q Did this -- did you go see your doctor in the month of March 2013?
A Yes.
Q That's Dr. Maestas, who we saw on the video?
A Yes.
Q Why did you go see him in March?
A I believe that was when I was having my abdominal pain and vomiting.
Q I'm sorry?
A I believe that's when I was having the abdominal pain and the vomiting.
Q Okay. How was your stress level at that moment?
A It was high.
Q Did you tell the doctor about that?
A I may have. You know, I don't recall our exact conversation, but I may have.
Q Well, what did you want the doctor to do for you?

A Well, I was concerned because the pain was pretty severe. It -- you know, it was severe enough it was taking my breath away. So I -- I was concerned.
Q Okay.
A And so I went to him pretty quickly after I started experiencing that.
Q Okay. I understand that you have arthritis.
A Yes.
Q And do you take medications for that?
A Off and on, yes.
Q And do you understand whether or not those medications can cause you to have --
A Absolutely.
Q -- gastritis?
A Yes.
Q Have you ever had gastritis before March of '13? Have you ever been diagnosed with gastritis before?
A Maybe in the past. I don't recall it, though.
Q Okay.
A I've been taking those anti-inflammatories off and on for years, and I don't take them without food because I know the danger in that.
Q Well, have you ever been to the doctor, to your knowledge, because of the anti-inflammatories hurting your stomach?

A No.
Q Do you have any -- well, never mind. I won't ask you your opinion. I'll let the Jury sort out what the cause of that is.
Let's go to Plaintiff's Exhibit 8. What is this?
A That is a fax that I sent to Nationstar that -- I was questioning why there was -- why I -- why I had a post-petition amount due and why funds were being put in suspense.
Q Okay. And take a look at Exhibit 105.
Did you document any collection calls around the time of that fax?
A What was the question?
Q Take a look at Exhibit 105.
A Okay.
Q And did you -- did you document any collection calls from Nationstar around the time of your fax?
A Yes, I did. On 4-8, I spoke to a Valicia, and she suggested I fax -- you know, I told her I had proof of payment, that I wasn't behind. And she suggested that I fax the documentation and my proof of payment to her, and she gave me a fax number.
Q Okay. What prompted you to call or -- yeah -- call Nationstar and ask for Valicia?
A Basically, I was -- I was continuing to get calls from

them and -- because there was a guy that called me before that named Barry, and he called to find out when I was going to pay a late fee of $95, which was interesting because I went from five payments past due to $95. You know, so it made no sense to me.

And I tried to explain to him that, you know, I didn't owe the $95, that I had been called about five late payments, I was getting letters of them putting funds in suspense and that, you know, I didn't understand why. And he wasn't really giving me any resolution at all or any explanation. He did find that there was $700 in suspense that had not been applied to anything.

Q Did you tell him you were current?

A Yes.

Q What did he say back, if anything?

A He basically said that I owed $95 in late fees.

Q Okay. Is this the first time that you told somebody at Nationstar that you were current?

A No.

Q Did you tell everybody you spoke to that you were current?

A Yes.

Q Did -- what was the response that you got?

A They just continued to tell me that I owed them money, that, you know, they showed that I was this much or that much

behind.
Q And so you faxed this document to Ms. Jackson at Nationstar, which is Exhibit 8.
A Yes.
Q And what were you hoping to do by sending her this fax?
A I was hoping that she would follow up with whoever she needed to with the information I provided and find that what I was telling her was the truth.
Q Why did you fax this to her?
A She told me to.
Q And tell us what she said.
A She said that I would need to -- if I was -- if I felt that I was current and I had information that proved that, that I would need to fax that to them.
Q And did you do that?
A Yes.
Q And did you send them any supporting documentation?
A I did. I sent all my proof of payment, my -- I believe I sent a copy of the bankruptcy court's final notice of cure and the document that Nationstar signed agreeing to the notice of cure.
Q Okay. Were you getting -- did you get any explanations from the folks at Nationstar as to why you owed five payments?
A I got three different explanations. One was that -- you know, it wasn't taken care of during the bankruptcy. And at

that point, I thought they were talking about the five months behind that I had sent the cashier's check for.

The other one was that someone did tell me that there was a transaction that occurred between Nationstar and CitiMortgage where Nationstar had to send money -- he told me that they had to send money back to CitiMortgage. And my response to that was "That's not my problem. That's not my responsibility to pay when I'm current on my account."

Q And what kind of response did you get?

A He -- he basically just said that that's what -- that's what it was and that I owed the money.

Q Do you -- do you remember about when that phone call took place?

A I don't know if I logged that one.

Q Did you ever get any phone calls at inconvenient times?

A Can you repeat that?

Q Did you ever get any phone calls at times that were not convenient to you?

A All the time.

Q Well, I guess no time is convenient to get a call from a debt collector.

A Right.

Q But, I mean, like, say if -- I think I heard on the recording you said you were shopping?

A Yes.

Q Where were you?
A I was actually at a department store.
Q Okay.
A And, you know, I had my arms full of stuff and -- and I was -- I was in a hurry. I had other errands to run. And when I answered the call, I was expecting a call from someone else.
Q Okay.
A And I didn't look at the phone to see who was calling.
Q Okay. And did you ever get a response from Nationstar to Exhibit 8 here, this fax you sent them with -- shows to be a --
A I don't believe I did.
Q Okay. It shows to be a 28-page fax with your -- with the records you submitted.
You never did get a response?
A No.
Q Nobody answered you as to what the problem was with your account in response to this fax?
A Not that I recall, no.
Q Okay. And then let's take a look at Plaintiff 36. What is that?
A That is an additional fax to Valicia because, when I faxed the documentation, I failed to include a copy of the cashier's check that I paid.

Q Back in 2011?
A Yes.
Q Okay. And why did you send it by fax?
A I was told to.
Q Okay. By who?
A By Valicia. And I'm not even sure that name is correct. I think it was Valencia or -- I don't -- I'm not sure.
Q Was there any discussion of what was going to happen once you sent this information to Nationstar?
A She said that she would send it to the research department and that I should hear from them within 10 business days.
Q Okay. Did you ever hear different information about how long it might take research to get back with you?
A Not on that fax, I don't believe.
Q Just in your dealings with Nationstar?
A At one point they did tell me 10 business days, I believe, and then they came back and said they needed more time.
Q Okay. And did you get a response to this Exhibit 36, which is the fax of April 15th, 2013?
A No.
Q What were you hoping that these faxes would get you?
A Well, the documentation is pretty clear-cut. I mean it proves my payments were made and should show them that what

they had in their system was incorrect.
Q Okay. Did that get it corrected?
A No.
Q Let's take a look at Exhibit 35.
Is that an email you sent to Nationstar?
A Yes.
Q April 10th, 2013?
A Yes.
Q And apparently you were able to get online access to your account here?
A Yes.
Q And you -- you knew that this Fred Williams was your foreclosure prevention specialist?
A At this point, I was frustrated. So I went online to see what -- you know, if there was anything else I could do. And I found this listing for the foreclosure prevention specialist and decided to send them an email.
Q Okay. And did you make it clear to them that you wanted to be -- you wanted them to stop calling you at work twice a week?
A I believe I did, yes.
Q Okay. And did you ask them to take action and not make any negative credit reporting on your account?
A Yes.
Q Did you hear Mr. Loll say yesterday that you should have

directed a dispute about your credit report directly to Nationstar?
A I did.
Q Okay. And is this the first time you did that?
A That's the first time I've heard that.
Q Okay. No. I mean, this is the first time, April 10th, 2013, that you actually -- you did do that?
A I did try, yes.
Q Okay. And did you ever get a response to this email, that you recall?
A No.
Q And did you do anything else to follow up after this April 10th email?
A I don't remember if I followed up with that person.
Q Okay. Let's go to Exhibit 9.

THE COURT: We're going to -- I'm sorry. I have to interrupt you, but I'm going to break. I apologize.

Again, folks, you're instructed not to discuss the case. Don't form or express any opinions about the case. Don't let anyone discuss the case in your presence.

I'm going to have you, due to what I have -- 1:15. 1:15, if you'll be back, we'll get going hopefully right on time this time. All right.

You may step down. Thank you, ma'am.

(Court recessed from 11:55 a.m. until 1:18 p.m.)

(The following proceedings were held within the hearing and presence of the Jury.)

THE COURT: Okay. Mr. Humphreys, you can continue your direct examination.

MR. HUMPHREYS: Thank you, Your Honor.

Q (By Mr. Humphreys) Before the break, we had talked a little bit about a phone call you received when you were at the department store.

A Yes.

Q Let's go back to that for a second here.

Do you remember what store you were at?

A I was at Kohl's.

Q And what were you doing there?

A I was shopping for some clothing for work.

Q And you said the call was inconvenient.

What about the call was inconvenient?

A About that call?

Q Yeah. Why was that inconvenient?

A Well, I was in the middle of shopping. I was carrying around some items. And, you know, they were telling me to write down a fax number.

First of all, they were calling. They asked me, you know, about payment. And then they wanted to -- wanted me to write down a fax number. So I had to, you know, set all the items down, dig around for a pen and something to write on.

And it was just inconvenient. It was on a Saturday.

Q Okay. Okay. And we looked at a -- the first statement you received for the period for March 1, the March 1 payment.

A Yes.

Q And that had a -- showing a balance of about $3,000.

A Yes.

Q And then we looked at a second statement, I think that was April 1st, for about the same amount of money, $3,000.

A Yes.

Q And during that time period from late February, early March, through April, you did some things to make some phone calls and send some faxes to try to get it resolved?

A Yes.

Q And up to this point, had Nationstar done anything to get it resolved --

A No.

Q -- to your knowledge? Okay.

Did anybody tell you that they were working on it?

A No.

Q Did anybody tell you they would work on it?

A No.

Q Did anybody tell you they would send it to research, that they would have their manager follow up?

A One person said they would send it to research. That was Valicia. I was not told that a manager would follow up.

Q Okay. Was anyone -- did anybody tell you that a manager was going to become involved in it to assist?
A At one point in time -- there were a few times, actually, that people told me in conversations that they were going to talk to their manager.
Q Okay. And did you ever get a phone call from any of these managers?
A No.
Q Did you ever get a letter from any of these managers?
A No.
Q Did you ever get a phone call from research?
A No.
Q Did you ever get an answer from research, a satisfactory answer, like "This is the problem, and you owe the money"?
A No.
Q Or that you don't owe the money?
A I never got anything like that.
Q Okay. And so let's direct your attention to 24.
After these efforts that you said you've undertaken here up to April, what's going on with your account according to the statement of April 18th, 2013?
A According to this statement, my payment has gone up about $140 a month, and they now say I owe them over $8,000.
Q Okay. And was there any explanation as to why your payment went up?

A I believe -- I may have received something or I may have contacted them about it, and it had something to do with escrow being short.
Q Okay. And what was your payment before it went up to $999?
A $859, I think, 38.
Q Okay.
A Something like that.
Q So did you -- do you normally have a budget? Do you do a budget?
A Yes.
Q And what did this $150 a month do to your budget?
A It didn't help much. In fact, it -- it really -- you know, it made it tight.
Q Tell us about what that means to make your budget tight.
A Well, you know, I was just coming out of Chapter 13. And so that money that I was sending to the Chapter 13 trustee was now free to use, you know, free to add to the budget. And so within, you know, what, a couple of months, they're taking $140 of that.
Q When's the last time you went shopping for clothes for work before you were at Kohl's that day they called you, that Saturday?
A It had been awhile. It had been awhile. And that's why I was there because the clothes I was wearing to work were

pretty worn.
Q And that $150 a month, did you pay -- the money that Nationstar demanded, did you pay it?
A Yes.
Q Why?
A Because, according to what I was told, the escrow was short. The payment was going up. I was afraid, if I paid less than that, then they would come back and say I was in default. And they were already saying I was in default. So I was trying to at least make the payment that they were telling me that I needed to make monthly to keep my loan current.
Q And as you sat through this trial this week, did you hear why your escrow was short?
A I did.
Q And did you know that before the trial -- why your payment went up so much?
A No.
Q And what did you -- what did you hear as the reason why your payment went up $150?
A It went up because of their errors, because they took that money out of my account.
Q How does that sit with you?
A Not good. I'm furious. I'm furious. I've been furious since this started.
Q And after your efforts here to fix this problem the first

couple of months and after your payment was increased $150, did the amount they claimed -- the amount due by May 1, 2013, did that change?
A I'm sorry. Can you say that again?
Q Yeah. After you made these efforts for the first 60 days or so to try to get this account corrected, they were showing you consistently past due about 3,000 bucks.
A Right.
Q Did that amount -- the amount due, did that change in this statement we're looking at here?
A If it changed, it may have gone up.
Q Okay. So did you take a look at that statement enough to be able to say whether or not your payment went up?
A It went up from the previous --
Q I'm sorry. Not your payment, but the total balance due.
A Yes.
Q How much did it go up to?
A It went up more than $5,000, over 8,000.
Q Okay. And do you remember getting this statement?
A I do.
Q Do you remember where you were at when you got it?
A I was at home.
Q Tell us about that.
A I was livid. I was angry because I had done everything I possibly could to send them proof of payment, every document

possible. I had talked to them multiple times, and I got nowhere. It was like they weren't listening.

Q Just livid?

A Yeah. I mean, I would say, "You're wrong."

And they would say, "But you owe us money."

Q Okay. And that's it? Just livid?

A That's what I got out of it, yeah.

Q Okay. And how did that affect your day when you got a statement like this?

A Well, it pretty much ruined it, you know, because --

Q Why?

A Because I had come out of the Chapter 13. I thought I was, you know, getting a fresh start. And I'm getting bills from this company on a monthly basis now that are telling me my balance is going up by thousands of dollars each month, and I -- you know, I can't understand why.

I can't understand why they won't listen to me and why they won't look at my documentation and why nobody's getting back to me when I'm doing everything that I can possibly do and should do.

Q When you got those phone calls, did that have any impact on your day?

A Absolutely.

Q Did these -- tell me about that.

A Well, you know, when they're calling me at work, obviously, I -- you know, I've been hired to do a job. I'm getting paid to do a job. I'm not getting paid to talk to them.

And after these calls, you know, I'm having trouble functioning on my work at that point because I'm consumed with this, you know, because it's just ongoing. It's not going away, and I don't have control over it.

Q When you say consumed by it, what do you mean?

A Well, it's all you can think about. You know, you're -- you're -- you're dealing with people who are telling you that you owe them thousands of dollars. You know you don't. You've given them every reason to believe that you don't, and it's in their hands completely. They have total control.

Q Did you have thousands of dollars in your savings to be able to pay it if you wanted to?

A No.

Q What options did you have?

A I didn't have any options except to pay my monthly payment, which is all I should have had to do.

Q Let's take a look at Exhibit 8. We were looking at that before the break.

Is that a fax you sent Nationstar?

A It is.

Q And how many pages were in that fax?

A It looks like 28.

Q And what -- do you know what you sent with it without me showing you? Do you remember what kind of things you attached to it?

A I have the proof of payment, I believe some letters of suspense that they sent me possibly, and the notice of cure from the bankruptcy court that shows I'm current on the account --

Q Okay.

A -- and the document that they signed for the bankruptcy court showing that -- saying that -- or they agreed that they showed I was current.

Q Okay. Why were you sending Nationstar the bankruptcy papers in April -- in the time period of April of 2013?

A Because at one point, I was told that the arrearage was because there were charges that the bankruptcy trustee did not take care of while I was in Chapter 13.

Q And did you get a response to this fax?

A No.

Q And why did you send it by fax again?

A I was told to.

Q By who?

A On that one -- was that Caroline?

Q This is -- we'll get you to the very top. There you go.

A Oh, Alicia.

Q Okay.

A Okay.
Q And is that the person that you spoke to on that Saturday?
A Yeah. And I think I was confused about her name. I don't know if it was Valicia or Alicia.
Q Okay.
A But it was one or the other.
Q Okay. And one of the issues that Nationstar has raised here is that they're not considered a debt collector here, and one of the issues for this Jury to decide here is going to be whether or not your account was in default when it was transferred to Nationstar. So let's dig into a little bit of the nitty-gritty of the case here.
A Okay.
Q You sent them a paper called "Motion for Relief from Automatic Stay." I don't think there's any dispute here this is a paper that Nationstar filed with the bankruptcy court in April of 2011. And attached to that is a post-petition payment history, and there was some discussion yesterday about payment history -- post-petition, I should say. That would be after you filed for bankruptcy.
And this is a document Nationstar attaches, Exhibit C, and I don't think there's any dispute here that they took over the account effective November 1, 2009, and --
THE COURT: I'm sorry. Who took over the account?

MR. HUMPHREYS: I'm sorry, Your Honor?

THE COURT: You said they took over the account November 1st, 2009.

MR. HUMPHREYS: I said that wrong. November 1, 2010.

THE COURT: But who are we talking about here?

MR. HUMPHREYS: Nationstar took over the account from Citi on November 1, 2010, and we have --

THE COURT: Hold on for a second.

MR. TILLOTSON: We would agree and stipulate to ease the proof that we acquired the servicing rights of Ms. May's account November 2010 from Citi, CitiMortgage.

THE COURT: Thank you.

MR. TILLOTSON: Thank you, Your Honor. If that helps.

THE COURT: It does.

Q (By Mr. Humphreys) All right. Thank you. And then let's look at the top columns here. We have a payment due date --

A Yes.

Q -- and a date payment received.

Let's roll down here to the time when Nationstar acquired the servicing rights here, November. That's the date of payment that was due.

And what day does Nationstar's record show that was received?

A March of 2011, March 23rd.

Q And that -- okay. And this is all part of the deal where you got behind four or five months?

A Yes.

Q And they filed these papers with the Court and you --

A Yes.

Q -- borrowed money from a family member and --

A Yes.

Q Okay. So this account, from what you can see from Nationstar's records, was in default on the date Nationstar took it over?

A Yes.

Q Thank you. And you faxed that information to Nationstar in your request for information here that you sent in April?

A Yes.

Q On April 9th, 2013?

A Yeah.

Q Okay. Let's go forward here. The -- let's take a look at Plaintiff's Exhibit 36.

Is that, first of all, a fax you sent to Nationstar --

A Yes.

Q -- the next -- next day or so?

A That was a follow-up to the first fax to Valicia.

Q Okay. So three days after the first fax?

A Yes.

Q And what are you doing with this?

A That was to cover the default amount that I -- that I was in default on when they took over the loan.
Q You were sending her a copy of a check?
A Yes.
Q And what was the check from?
A That was a cashier's check that the bankruptcy -- I believe I had to send that to the bankruptcy trustee, and he sent it to them or --
Q Okay. And what's the date of the check?
A May 6th, 2011.
Q Okay. And you're -- basically, in 2013, during this dispute period with Nationstar, you're sending them a check from two years or so before showing them that you had, in fact, paid up on the problem you created --
A Yes.
Q -- during your -- during your bankruptcy?
A Yes.
Q Okay. And with regard to this Exhibit 36, this mid-April fax, and Exhibit 8, which is an earlier-in-April 2013 fax with supporting records, did Nationstar ever respond to either one of those?
A No.
Q So how are you feeling at this point in time?
A I'm angry. I'm angry. And I can't figure out what to do next. I mean there's nobody listening to me.

Q Okay. And we've -- we've looked at Exhibit 36, your April 10th email to -- to Fred Williams.

Did you go to the Nationstar website with the specific intent to find --

A I don't see the email you're talking about.

Q Okay. Well, we won't go into it again. We put it up on the screen once before.

But do you remember you said in your email that, after multiple phone calls and statements, that you reached out to -- you found on the website there was a single point of contact named Mr. Williams --

A Correct.

Q -- and wrote him an email?

A Correct. Yes.

Q Did you go to the website with the idea that you would to try to find somebody that could possibly help?

A I did.

Q Okay. Did you open up your -- did you open up your account and find that information, I suppose?

A Yes.

Q Okay.

A At that time, I had access online.

Q Okay. And then the next document I have to share with you here is Plaintiff 9.

And while we pull up Plaintiff 9 here, do you have a copy

of 105 in front of you, your -- your collection notes, call notes?
A Yes.
Q Okay. And take a look at what's up on the screen here and tell us what it is, this Exhibit 9.
A That -- that is an email to Caroline Agyeman, and I faxed this to her. She called me that Saturday when I was shopping and told me to fax the documentation and gave me the fax number. I told her I would have to do it on Monday because I wouldn't have access to a fax machine until then, and this is the fax that I sent on that Monday.
Q Okay. Look at your notes. Okay. This is on the 23rd, right?
A 23rd?
Q April 23rd?
A Yes.
Q And look at 105, your call log.
A Okay.
Q Is that your record of a call with Ms. Agyeman?
A Okay. Are you talking about the 4-12 call or --
Q 4-20, on the top of May242.
A I don't see that. I only have two pages. Are there --
Q Oh, you're missing some of it?
A Yeah.
Q I'll just give you my copy of it, Exhibit 105 there.

A He just pulled it up. Okay.
Q Did you document your call with --
A Okay. I see the 4-20 call you're asking about. Caroline called to ask when I was planning to pay the arrears on my account, and I explained to her that I had faxed documents of a proof of payment to Valicia. And she said she didn't know who that was and stated that I should fax the documents to the research group and gave me a different fax number, and I faxed those documents.
Q Okay. Well, the documents we were looking at before were April 9th --
A Right.
Q -- and April 15th.
Is there another fax?
A Right. I think I was a little confused on which ones you were referring to.
Q Well, let's take a look at Exhibit 12 and see if you were confused.
Is that a fax from you of April 23rd, 2013?
A Yes.
Q And let's take a look at the first page of it.
Is that a fax you sent to --
A To research.
Q -- to Ms. Agyeman?
A I -- I addressed it to research, which is what she told

me to do.
Q Okay. And, again, is this -- did you send this by fax?
A Yes.
Q And if we scroll up to the -- down, I guess. I guess, the first page of it. We have a transmission verification report.
So this was sent out by you, right?
A Yes.
Q In the morning, 7:00, in the morning it looks like?
A Yes.
Q And let's look at the first page of the fax. The first page of the fax. Thank you.
At this point, how much time do you think you spent just even on April 22nd putting together this -- or over the weekend putting together this 38-page facsimile?
A A significant amount of time.
Q And how about the other stuff you did, the other faxes you sent? Do you have any way to estimate how much time you might have spent doing that?
A It took quite awhile. I mean, you know, putting everything together, getting copies of everything, typing up the information that I needed to fax to them. It was probably a good couple of hours per fax.
Q Okay. And this fax you sent on April 23rd -- did you get any response to it?

A No.
Q How's that make you feel?
A Angry. Angry. Because I've done everything I'm supposed to do, and they're not doing what they're supposed to do at all.
Q Why is that a big deal to you?
A Because we both signed a contract. We all signed a contract.
Q Now, you didn't live up to yours earlier, did you?
A I'm sorry?
Q You did not live up to yours earlier, now, did you?
A But when they, you know, came -- you know, when they needed -- when they needed the payment for the default when I was in Chapter 13, I paid it. And I had stayed current since then.
Q Okay. You felt like you paid the price for your mistake?
A I did.
Q How about if you just do a look-back on this thing through today? I'm not talking about the lawsuit part of this case where we sued them, but the stuff you had to do to deal with Nationstar.
From the day they started messing up your account in February to the time they said they were going to sell your house the next February --
A It's --

Q -- any way to estimate what you lost in time?
A What I lost in time? I'm not even sure how to calculate that because I've spent so much time putting together letters, going to the post office to make sure I mailed them certified so that they couldn't say they didn't receive it. And, you know, all the phone calls, all -- I don't know how far you want me to go into it.
But, you know, having to deal with returned payments from the bank and, you know, then having to work with the bank to get that history because, when they returned three payments, the bank takes them off my bill pay account and I lose that history. So I had to work with the bank to get that history back.
And, you know, going back and forth to the post office. I was paying them electronically through my bank's bill pay system because it's convenient and it doesn't cost anything. But because they started sending the payments back, I had to start going to the post office, paying for certified mail, and writing checks, which I rarely use anymore. It -- it was -- it was consuming. It was consuming. It -- it --
Q Well --
A There's still not a day that goes by that I don't think about this.
Q In addition to the time you actually spent dealing with their mistakes, can you count the time you spent, hours you

put into this thing emotionally?
A The hours I spent -- what was the last part?
Q Thinking about this problem, worrying about this problem, being angry.
A It's consuming. I think about it all the time to this day because I did nothing wrong and this shouldn't happen. This should not happen to anybody. I mean, I --
Q You're telling us you're angry.
A I am angry. I'm still angry.
Q Is there something beneath that anger?
A No.
Q Some other feelings?
A No. I'm not an angry person. I've never been an angry person. This has changed me.
Q No, I'm saying: Is there something deeper that you can share with us? First of all --
A About this?
Q Yeah. Let me say here that we're asking these folks to do justice for you, 100 percent justice, whatever that is in their view. But if you're going to ask them to do justice, you've got to tell them the truth.
What has this been like for you?
A It's been awful. It's been --
Q And I'm wondering: Is there something more than anger?
A I want justice. I want justice. I -- I can't believe

that a company can do this to somebody with -- the size of this company, this should not happen. This should never happen.

And their response to this all along has been to do nothing until they're forced to, and I want -- I want them exposed. And I want them exposed. I want everybody to know what they're doing to people because they should not get away with this.

Q So did they scare you?

A Yes. I was afraid I was going to lose my house. I didn't know where I was going to go. I had my son living with me. I had a 100-pound dog. My credit was trashed.

So not only can I not sell my house and buy another one now, I'm probably not going to get a rental property. And even if I do, most people won't rent to somebody with a 100-pound dog. And if they do, it's $100 more a month. I looked into that. And, you know, this is a dog I've had 12 years. Am I going to have to get rid of this dog? If I have to give him to a rescue or a shelter, is he going to get euthanized?

You know, where am I going to go with everything? Where am I going to put things? I have no family. It's me and my son. That's it. You know, his dad lives not far from us, but, you know, we're divorced. We've been divorced 20 years. I'm not going to go live with him because they kicked me out of my house.

And throughout the process, we were -- we were -- we had a big fear that they were going to come up and knock on the door one day and just say, "That's it. You're out." We packed up half of our house and moved it. He moved it to his father's house because he was terrified they were going to take his stuff. And watching my son go through that, after I'd done everything I was supposed to do, it was devastating. Sorry.

Q I'm sorry.

A Sorry. Nobody knows what this is like until you go through it. It's -- it's awful, you know. A company like this should not be able to do the things that they do to their customers.

Q Well, they said they're sorry.

A I'm sorry?

Q They said they're sorry.

A I didn't feel like it was sincere. And, for me, it was far too late. This apology should have come in April of 2013 at the latest, in my opinion.

Q What would have happened if they had taken care of this thing back in April?

A Everything would have been fine. I would have continued making my payments. I would have continued my plans to sell the house and move.

Q But we all know it didn't end.
A I'm sorry?
Q We all know it did not end in April.
A No, it didn't.
Q So I got to --
A They -- they proceeded on. Every time I tried to work with them, it got worse.
Q What do you mean?
A The balance went up. The calls, you know, kept coming. I was getting notices of demand letters.
Q Okay. Let's take a look at one here, Plaintiff's 16.
After these faxes you were sending in here in April, you say you didn't get a response to your requests? They didn't answer them?
A No.
Q What -- did you get this in the mail sometime in April?
A Yes.
Q It's dated April 19th, 2013?
A Yes.
Q And do you know what this is?
A It's a demand letter.
Q And take a look at the second paragraph there.
A Yeah.
Q And does this say that Nationstar intends to enforce the provisions of the note?

A Yes.
Q You must pay the full amount of the default within 35 days of the letter?
A Yes.
Q And Nationstar declared you in default --
A Yes.
Q -- under the terms of the note?
A Yes.
Q And the only way, according to this letter, for you to get current is -- is to pay that past-due balance they claim of $6,284?
A Yes.
Q Do you remember getting this?
A I do.
Q Where were you when you got it?
A I was at home.
Q Tell us about that.
A That's when I started to get scared because this, to me, says, you know, at some point -- I mean, they're not listening. They're still not listening. They're not doing anything about it. And at some point, they're going to take my house.
Q Okay. And, now, you're sending these faxes and you're talking to Ms. Agyeman, right?
A Yes.

Q And her -- she's the one who's signing this letter saying you're in default?
A Yes.
Q And she didn't ever respond to your request for information?
A No.
Q And what is she telling you at the last sentence -- the last paragraph, I should say?
A "The matters discussed herein are of extreme importance. We trust you will give them appropriate attention."
Q Did you feel like you were giving them appropriate attention?
A I did.
Q Do you think Nationstar was?
A No.
Q Let's take a look at the next exhibit here, 13.
Is that your follow-up email --
A Yes.
Q -- of April 30th, 2013, after you got the letter?
A Yes.
Q And we don't need to go through every line of this thing.
But, basically, you're telling her they're not responding?
A Yes.
Q And they're making demands on you?

A Yes.
Q Let's focus down here at this paragraph. Let's blow it up a little bit.
And you're telling her that Nationstar has been giving you different stories about where the charges are coming from?
A Yes.
Q And what were they again?
A One was that it wasn't taken care of during the Chapter 13, and the other one was that there was a transaction issue between CitiMortgage and Nationstar that amounted to $5,000-something.
Q Okay. And somebody -- you're referencing the information that was given to you that CitiMortgage had misapplied payments in 2008; when they sold the loan to Nationstar, they had to pay it back? Citi --
A Yes.
Q -- had to pay Nationstar back?
A Yes.
Q And did you -- this says here that you asked them how their accounting error between these two companies was your responsibility.
A I did ask that.
Q Did anybody ever answer that question?
A No.
Q So you were making it clear in April of 2013 that --

that -- or let me say it this way.

You knew -- or from your discussions with Nationstar, it was clear to them what the problem was even as early as April?

A Yes.

Q And did you get a response to this email?

A No.

Q Let's go to Exhibit 38.

Is this the next thing you got from Nationstar?

A It is.

Q And this would be May 8th, 2013?

A Yes.

Q And they're offering you a loan modification; is that right?

A Yes.

Q We talked about the terms of the modification previously, but I want to point one thing out here. If you take a look at the modification agreement itself -- well, I'll strike that.

Why didn't you want to do the modification with Nationstar?

A I never requested one.

Q Okay. And what they're offering you is a loan here that would have a 40-year payoff?

A Correct.

Q And you were in a loan that had a 20-some-year payoff -- 23-year payoff?

A That's about what was left on it.
Q Okay. So you're about 60 years old when this came in?
A That was --
Q 59, 60?
A Somewhere in that area.
Q And so you put 40 years on that, and you're going to be about 100?
A Right.
Q Was that a solution that you were willing to consider?
A No.
Q Let's take a look at Exhibit 39.
Is that another letter, same day, from Nationstar --
A Yes.
Q -- May 8th, 2013?
And they're telling you how you can avoid foreclosure?
A Yes.
Q And they're telling you you can either stay in your house or you can go and avoid the foreclosure?
A Right.
Q How does that sit with you when they're telling you that when you know that you don't owe this money?
A Just anger, you know.
Q How were you sleeping at this point in time?
A I wasn't.
Q Tell us about that.

A I could not sleep. This was looming over me 24 hours a day, you know, seven days a week. It wasn't -- how do you not think about something like this, I mean, you know, when you know you're not going to have a place to live and you don't have a lot of options?

Q Where do you normally sleep at in your home?

A In my bedroom.

Q And do you normally sleep -- how many hours a day do you normally sleep, I mean, before all this?

A Before all this, approximately seven.

Q Okay. And how did that compare with what was going on when -- after the notice of default was received by you?

A After this, I was lucky to get three or four hours a night. There were some nights I didn't sleep at all.

Q Okay. Were you up and around the house?

A Oh, yeah.

Q Did you ever sleep in the living room or on the couch?

A No.

Q Let's look at the next exhibit, 43. This is in the August 2013 time period.

Is this a FedEx package that you got from Nationstar?

A Yes.

Q And do you remember how you got this particular FedEx package?

A I believe it was delivered. I wasn't home when it was

delivered, but it came to my house.
Q So it was inside the house when you got home?
A Yeah.
Q Do you normally get FedEx overnight delivered to your home?
A No.
Q So was this surprising to you?
A Yes.
Q And what are you thinking when you're opening this thing up?
A I'm -- I'm worried. I'm worried that this is a final notice.
Q And -- and let's take a look. What is it?
A It's telling me that I'm eligible for a loan modification.
Q They're congratulating you, aren't they?
A Yes.
Q That you're being offered a modification so you can stay in your home?
A Right.
Q And once you realize it's not a final eviction notice and you see they're giving you congratulations because of your modification offer, how does that sit with you?
A I'm angry. I mean, there's -- I was furious.
Q Had you had -- by this point in August, had you had a

chance to talk to Nationstar about your thinking on a modification?
A I -- I don't recall dates, but I know I told them multiple times that I had no interest in a modification at all.
Q Do you feel like they were listening to you?
A No. And this documentation proves that.
Q Okay. And this is in August of 2013, and this thing started in early March of '13?
A Yeah.
Q Up to this point in time when this modification offer comes in the mail, has anybody at Nationstar done anything to give you a response as to why you truly owed this money?
A No.
Q Any type of -- any letters from anybody at the -- any of these so-called hundred people that work in research? Did they write you and say, "This is really your debt"?
A No.
Q We looked with another witness at Exhibit 40 and 41. They're some letters you sent to Nationstar and their ultimate response to them. Let me get those pulled up here for you.
So at the top of that one, it says "client." Do you see that?
A I'm sorry. I couldn't I hear you.
Q At the top of this letter here, this Exhibit 40, it says

"client." Do you see that?
A Yes.
Q I'm wondering if you had some help maybe by a lawyer at this point.
A I did have some help.
Q Who was helping you?
A Robert Healey.
Q Is he in the courtroom?
A He is.
Q Okay. That's him back here?
A Yes.
Q Okay. And tell us about that without -- you know, you don't have to give up your right to keep your confidential communications with your lawyer. So without saying what he said and she said, tell us about your having Bob help you.
A Well, I had explained my situation to him, and he suggested a letter and basically provided me with a template and some assistance. I wasn't paying him at the time. So, you know, he was just trying to help me find a better way to get through to them.
Q Okay. Did you know what a qualified written request was before he gave --
A No, not until Bob explained it.
Q Okay. Did he give you a form or something, like a Word version of a form, or did he give you directions where to find

something like this?
A Well, he gave me a template to work from.
Q Okay.
A Yes.
Q Okay. And who actually wrote this letter, the meat of it?
A I wrote it based on, you know, the template that he gave me. I think he helped me a little bit.
Q Okay. So let's take a look at the rest of this letter here.
How long do you think you spent preparing this letter to Nationstar?
A I'm sorry?
Q How long did you spend preparing this letter?
A Quite awhile, because I wanted to be thorough and make sure I didn't leave anything out.
Q Okay. You pointed out that they had increased your payments by about $150 a month?
A Yes.
Q And you told him you didn't owe this $6,382 past-due balance?
A Yes.
Q Okay. And you asked them to explain why you owed that amount, $6,382, right?
A Yes.

Q And how -- how your payment got raised up this $150 a month?

A Yes.

Q All right. Let's take a look at -- let's take a look at Exhibit 41. Okay.

Do you remember getting this letter from Nationstar?

A Yes.

Q Is this the first time they gave you any kind of an answer, a real answer to -- to your request for information?

A Yes. I'm not sure I'd call it a real answer.

Q Okay. Well, what do you think of it?

A To me, it really doesn't answer my questions, first of all. It's basically a copy of the -- the note and security instrument and other documents that, you know, you would normally get when you sign a loan. And then it includes a payment history, which makes absolutely no sense to me at all.

Q Okay.

A I don't work in accounting. I don't do these sorts of things. This makes no sense to me whatsoever.

Q Okay. Did you make some kind of a request for information pursuant to the Fair Debt Collection Practices Act, to your knowledge?

A In this letter, I don't believe so.

Q Okay. Did you even know what the Fair Debt Collection Practices Act was when you wrote this letter?

A No.
Q Okay. I guess, if it's in your letter, it's not something you put in there; it was part of the template?
A I'm sorry. Can you repeat that?
Q If the words "Fair Debt Collection Practices Act" appears, it would be because it was in the form you used?
A Yes.
Q Okay. And let's move up a little bit on this letter. That's good. Right there.
Did you ask them to validate the note and security interest? Did you ask them for this -- a copy of the note and mortgage agreement?
A No.
Q Do you -- do you see any answer to your question, "Why do I owe 6,900 and some dollars?"
A No.
Q Do you see any explanation to that question, "Why do I owe this sum?"
A No.
Q Do you feel like they were listening?
A No.
Q So how's your mental status at this point when you get this?
A I'm at my wit's end at this point.
Q Okay. Do you remember getting this package in the mail

from Nationstar?
A I do.
Q Did you have any hopes or expectations when you opened the package?
A I did.
Q Tell us about that.
A Well, I thought maybe finally somebody did what they were supposed to do.
Q I mean, it's a thick stack.
A Yeah. So I thought, you know, maybe they -- you know, maybe this is it. Maybe it's over.
Q And so you -- did you sit down and read it?
A I did.
Q And where were you at?
A At home.
Q Kitchen table?
A I was in the kitchen. I remember that.
Q And how long did you spend going over this letter?
A I'm sorry?
Q How long did you spend going over the materials they mailed to you?
A You know, I went through it. Once I realized there were no answers to my questions, I -- I stopped looking at it because, at that point, I -- I was just -- I was just at my wit's end.

You know, I asked very specific questions that should have been -- there should have been a very simple answer to. And, instead, I get this enormous document, most of which I already have, that I got, you know, when I signed the loan. And then I get a payment history that makes absolutely no sense.

There's all sorts of applications and then reversals. A payment goes in and then comes out three times, then it goes back in and comes back out four more times. That makes no sense to me.

Q Did -- do you feel like you gave Nationstar a fair opportunity to figure out their problem?

A Absolutely.

Q And do you feel like they were taking your efforts to get them to correct their problem -- your efforts, were they taking you seriously?

A No, not at all.

Q So what does that do to you?

A You know, it's just -- you get to a point where you start feeling like it's -- it's -- it's just hopeless. You start to feel desperation. It's like, "What am I going to do? I have no control. They have all the control. They're not responding to me the way they should be." You know, I work in customer service. I've never seen anything like this. It's just -- it's ridiculous. You know, it's outrageous. If I treated customers this way, I wouldn't have a job.

Q And was there anybody there up to this whole time period we're dealing with here in August -- from February to August, all these people you spoke with, all these communications in writing and emails and phone calls, did anybody take you seriously?

A Not that I felt like, no.

Q Do you remember talking to a man named Chris Joseph?

A Oh, absolutely.

Q Tell us about that.

A I called Nationstar because one of them had called me at work again that day, and I think that was -- I think I talked to Chris twice, but in one of our conversations -- and I think it was the one where I called him back -- you know, I tried to explain to him as well as I had everyone else that I was not in default, that I was current.

And I -- and I told him, I said, "You people are putting me through hell. I don't sleep at night. I have digestive issues. I can't get through to anybody. Nobody's helping me. Nobody's listening to me."

And I heard him kind of chuckle. And he goes, "Well, you just admitted it."

I said, "What are you talking about?"

He said, "If you're not sleeping at night and you're having those kinds of problems, you know you're in default."

And I -- I lost it.

I said, "You really didn't just say that to me. I can't believe that." I said, "I feel sorry for people that actually do owe you money if this is how you treat people," and I just hung up.

I mean, at that point, what do you do when somebody talks to you like that and you know that you're right and they're wrong? And those are the people that are supposed to be treating you like a customer. He should not have a job right now.

Q Let's go to Exhibit 44.

Do you remember getting this letter?

A Yes.

Q What is it?

A It's -- it looks like it's another one of the demands.

Q Claiming you're in default?

A Yes.

Q Saying they're going to --

Go ahead and roll up.

A Yeah. It's another one demanding payment.

Q And telling you that -- what's the date of this letter? August 30th?

A Uh-huh.

Q And look down here. They're giving you 35 days, but they're saying --

A Yes.
Q Okay. Never mind. That's the date of default they're saying is May 1, 2013?
A Right.
Q But you -- had you made every payment January, February, March --
A Absolutely.
Q -- April, May?
A Yes.
Q Did that make -- did you understand why they would say you committed a default on May 1st, 2013?
A No.
Q One thing that isn't changing -- the date of default might be changing, but the amount they're after here -- that's not going down, is it?
A No.
Q You told us a little bit ago that you were to the point where you were beginning to look for other housing options.
A Yes.
Q When did that start?
A When I got the first demand letter that indicated foreclosure was looming --
Q Okay.
A -- I got online and started looking at rental property.
Q And did you ever take any other steps to find -- you

know, to get out of the house?
A No. I did not because, with my budget, I could not afford to rent a property and pay for the mortgage, too. So I was pretty much stuck --
Q Okay. And --
A -- until they threw me out.
Q Okay. Let's take a look at the last of this August 30th demand from Nationstar to you, the very last page of it there. Look who signs that thing. See the signature line there? There you go.
That's signed by Derrick Richardson?
A Yes.
Q Did you hear Nationstar say yesterday that he's the manager in the loss mitigation area, I believe?
A Yes.
Q Did -- did Nationstar ever stop taking your payments?
A Yes.
Q When did that start?
A I don't remember the exact month, but they --
Q Let me --
A -- they returned them to my bank.
Q Okay. Let me show you Plaintiff 155. Hang on a second.
Is that a letter from U.S. Bank?
A Yes.
Q Is that your bank?

A Yes.
Q And go ahead and let's take a look at the content of the letter here.
What are they telling you?
A Basically, they're telling me that they received notification about a bank payment. And it says, "The payment was returned by the merchant." And at the top of the letter, the -- the merchant is listed as Nationstar Mortgage.
And it says, "We have issued a credit to your checking account as reimbursement for this payment. Please contact the merchant directly to discuss the reason for this return further."
Q And they're still charging you, and you're still paying this $999 payment --
A Yes.
Q -- as of the date of this letter?
And this letter is, what date now, September 12th?
A Yes.
Q Okay. So did that have any effect upon you?
A Absolutely.
Q How?
A Why are they returning my payments? I mean, they're calling me all the time asking me for money, and now they're sending it back. That makes no sense to me.
Q Is that the only time that happened?

A No.
Q Let's take a look at the next letter at the bottom here, the next page. We've got another one here the next month.
A Yes.
Q Scroll to the next one. Same letter.
A Yes.
Q November 6th. Again, December 4th.
A Yes.
Q Again, April 4th --
A Yes.
Q -- 2014.
A Yes.
Q And again as late as July 29th, 2014.
A Yes.
THE COURT: Carol, it shot craps again.
MR. HUMPHREYS: I'm sorry? Okay. That's all right. I think we're done with that exhibit.
THE COURT: Yeah, it shut itself down. The place is possessed.
THE CLERK: I could still hear him, that's why I didn't think anything was --
Q (By Mr. Humphreys) What did you do with the money that Nationstar returned to you?
A I kept it in the bank.
Q With the intention of what?

A Well, I knew that I owed that money and that it needed to be paid. So I kept it because I was hoping that at some point they would realize their mistakes and then I could send them the money and everything would be okay.
Q After the lawsuit got filed, at some point, did they end up taking the money?
A Yes.
Q Okay. And have you made every payment on your loan --
A Yes.
Q -- since you got out of bankruptcy January 2013 --
A Yes.
Q -- through this moment? Through this very moment?
A Yes.
Q So we see that they're rejecting payments in September. We know you got another notice to cure -- a notice of default in August.
A Yes.
Q What's going on with you? Is this getting better or worse for you?
A It's getting worse.
Q Do you ever go in to see the doctor again?
A I did.
Q And did you see the doctor in the August-September, time period?
A I did.

Q And we heard from Dr. Maestas about that visit.
Why did you feel the need to go to the doctor?
A Because I was not sleeping. My anxiety level was so high over this. I was -- I was not sleeping at all. I was -- I was overwhelmed by this, completely overwhelmed because, again, it was completely out of my control. It was totally in their control, and none of them were listening to me. I didn't know what else I was going to be able to do.
Q Did you like going to doctor to tell him about this?
A No.
Q What was that -- what was that like, going to the doctor?
A It was awful because, I mean, you know, before this happened, I was fine, you know. I -- I was looking forward to the future. I was in good health. Everything in my life was fine. And now, all of a sudden, I'm not sleeping at night. I've got digestive problems. I'm having to deal with this on a daily basis because it consumes you.
You've got somebody threatening to take your house away from you, and you don't have any options. You know, you can't fix it. They won't let you fix it. And where are you going to go?
So I had to go to the doctor because I was at a breaking point. You know, I knew that I couldn't continue without sleeping, first of all. I had -- I still had to work. And, you know, it's a little difficult to do your job when you're

not sleeping. And, you know, I -- I didn't like the fact that I was in that position, but I -- I knew that I needed to address it.
Q What did the doctor do for you?
A He gave me medication.
Q What medications?
A He gave me Lexapro and, as he testified, the Xanax. I had forgotten that he gave me that, but --
Q Had you ever been prescribed Xanax before?
A No, not that I recall.
Q How did that make you feel when you took it?
A It made me drowsy, which I don't really care for. It wasn't -- I don't think it was a lengthy prescription. He gave it to me. He said that it would take the Lexapro to -- take a few days to take effect. He only gave me a few of the Xanax, so I'm guessing that was to help me sleep until that kicked in.
Q How did you feel about being on antidepression medication?
A I don't like to take it. Most of the time, I'm -- I'm pretty good at managing my stress levels and the depression. I've only had to take the medication very few times in my life, and those were some pretty big moments, like when I was going through my divorce, when my mother passed, times like that.

Q Okay. When was the last time that you recall taking an antidepressant before this situation?
A I -- I believe it was when my mother passed.
Q In 2006?
A Yes.
Q Okay. How long did you take the -- the antidepressant?
A Which time?
Q For -- following this visit in September 2013.
A I believe I took it up to the summer of 2014.
Q Okay. So did the medications help that the doctor gave you?
A Yes.
Q Did it end the anxiety you were experiencing?
A It made it manageable.
Q Okay. Were you able to keep your job?
A Yes.
Q Able to work through?
A Yes.
Q At some point, you -- you left your job, right?
A I did.
Q Okay. And what time period was that?
A That was May of 2014.
Q Okay. And let's -- after this -- let's go back in time here.

After this September 2013 visit with the doctor, were you making efforts to box up -- package up your house --

A Yes.

Q -- and find somewhere else to go?

A Yes.

Q Did you ever find a good place to go to that you could afford?

A No. Because I really couldn't commit to anything because I couldn't make the mortgage payment and a rental payment. So I was keeping my eyes open, but I really couldn't make any commitments.

Q Okay. I'm going to show you Exhibit 148.

Is that a receipt from U-Haul?

A Yes.

Q In November of 2013?

A Yes.

Q What are you doing at U-Haul? What are you buying?

A I was buying packing supplies.

Q Okay. And did you use them?

A Yes.

Q Let's look at the next page. That's January 28th.

You're buying foam cushion?

A Yes.

Q What -- what was that for?

A I was packing a set of china, and I was using some of that.

Q Where did you get the china?
A From my mother.
Q Is that something you use very much?
A Special occasions.
Q Okay. Is that something that reminds you of your mom?
A Absolutely.
Q What was that like packing up your mom's china to be foreclosed on and out of your home?
A You know, it was difficult because, you know, I -- I'm putting it in boxes. I don't know where it's going to end up.
Q You don't know where you're going to end up?
A I don't know where I'm going to end up. And because I have no options and nowhere to go, I'm packing this stuff up with no idea where I'm going to take it. And, you know, it was my son's idea to take it to his father's house, and his father agreed. But, you know, that was a temporary location. Obviously, we couldn't leave it there. I mean, we ended up taking 50 to 60 boxes of things up to his house, at least.
Q What's your dog's name?
A My dog's name? Pirate.
Q You had to thinking about letting go of him?
A There was no way. There was no way I could have done that.
Q What were you going to do?
A I don't know. I don't know. I'd had him for 12 years.

Q This receipt here is October of 2013.
So you were making plans to get out of there --
A Yes.
Q -- as early as October?
A Yes.
Q Next page.
What are you buying at Walmart here?
A Plastic bins, storage bins.
Q What did you do with the bins?
A We packed them with all sorts of things. We basically went through every room in the house and picked out the things that we thought we could live without for a while. And it turns out we packed some things that we could have used, but, you know, we didn't know.
Q We heard Dr. Maestas describe some of his medical notes where you told him you had some trouble with a boss at work.
A Yes.
Q When did that start?
A Unfortunately, he started shortly after the Nationstar thing started. And at first, it was okay; but as time went on, it became pretty apparent that there were going to be some problems. He wasn't well received by anyone in the group. Before I left, it got to the point where human resources got involved. So I mean he was -- he was just difficult to work for.

Q So when did this start?
A I believe he started in April.
Q Okay. And was it of 2013?
A Yes.
Q And did -- were you getting calls at work from Nationstar at this time?
A Yes, I was. And it's one of the reasons I kept telling them not to call me because I had -- in April, I had a new boss. They were still calling me at work. His desk was 10 feet away from mine, within his direct line of sight.
And so one of his first impressions of me as an employee is I'm getting collection calls at work, and I don't know if that affected our working relationship. I have no way of knowing that.
So that's why there were times when I knew they were calling me, because I had caller ID, and I didn't answer the call because he was sitting at his desk.
Q Did -- did you ever have to tell this boss that you didn't get along with well about the foreclosure?
A I did. Because, when I got the demand letters indicating that they might take legal action, including foreclosure, I went to him and I told him because it was our practice that, if we needed time off, if at all possible, we were to give a minimum of two weeks' notice.
And I went to him, and I explained to him that I was

dealing with something, that there may come a time when I would need some time off and not be able to give him two weeks' notice. And he asked me why. And I gave him the basic information, that I was fighting with my mortgage company; that, you know, they were saying that I was delinquent when I was not; I was making my payments; and that they were threatening foreclosure. And his response was "They can't do that. You must have done something wrong." Sorry.

Q Let's go to Exhibit 146.

Is that a copy of some receipts you have for all these certified mailings? Is that what it is?

A Yes.

Q Okay. Let's go to Exhibit 158. Go to 868.

Is that another letter you sent to Nationstar?

A Yes.

Q And if you look at the bottom of it there, we know that Nationstar received it, right, because they produced it back to us in the lawsuit here?

A Yes.

Q Okay. And going back to the document, you gave them your name and your loan number there, right?

A Yes.

Q And you asked them to, one more time, even in December of 2013, to -- you gave them a chance to get it fixed?

A Yes.

Q And did they respond to this?
A Not that I recall.
Q And you included in the second page here a copy of your mortgage statement, which had your address -- or I should say they -- it looks like this went to Attorney David Gunn.
Who is David Gunn?
A I'm sorry?
Q Who is David Gunn?
A The Chapter 13 attorney.
Q Did he ever represent you in any dispute you had with Nationstar about the way they were treating you after you got out of the bankruptcy discharge?
A No, he did not represent me. I did -- I did check with him when this started because they told me that the arrearage was not taken care of by the bankruptcy trustee. So I did check with him and have him confirm that that was not true.
Q Okay. Let's go to Plaintiff 46.
Is that a letter you got from Nationstar's foreclosure law firm?
A Yes.
Q And this is their notice they're going to foreclose on your home?
A Yes.
Q What did you do with this letter, if anything?
A I'm sorry. Could you repeat the question?

Q Yeah. I think I can answer it for you here almost. Go to 50. Let's go to Exhibit 50.

We saw this November 5th letter saying they're going to foreclose on you.

A Right.

Q And we saw your December 22nd letter back to Nationstar.

Did Bob Healey get more involved in helping you after their lawyers --

A He did.

Q -- said say they would foreclose on you?

A He did.

Q Okay.

A He actually wrote a letter to them explaining that they -- they had no justification for this.

Q Okay. And you saw their response yesterday?

A Yes.

Q Okay. And did that give you any comfort?

A No.

Q Do you feel like they were answering your questions?

A No.

Q Do you feel like they were taking you seriously?

A No.

Q And we saw that yesterday some -- the letters that Mr. Healey sent to Nationstar's attorneys.

Did they ever give you a good answer to any of those

letters?
A No.
Q Did -- did you think that Nationstar was really going to foreclose on you?
A Yes, absolutely.
Q When did you -- and that didn't happen, right? I mean they never actually did foreclose?
A Because I filed a lawsuit to stop it.
Q When did you find out that they were finally giving up on the foreclosure?
A I found out when the lawsuit was filed, I guess. They -- I guess that's when they -- they decided not to proceed.
Q Once you sued them, then you found out that they were not going to proceed with the foreclosure?
A I'm sorry. I didn't understand.
Q Once you sued Nationstar -- are you saying that's when you found out?
A That's when they decided not to proceed was when I filed -- when I sued them.
Q Okay. Has -- did you send any letters to Nationstar after you filed the lawsuit?
A I did.
Q Why?
A Because I was -- I was just trying to get it resolved. I never wanted to file a lawsuit. That was never -- I've never

filed a lawsuit. I've never wanted to.

And I just wanted it resolved. I wanted it fixed. I wanted them to fix what they screwed up. I wanted it over. You know, I wanted to move on.

Q Okay. Look at 106 also here.

I'm asking why you sent these letters here. What specifically were you after?

A Again, I'm telling them that I -- I don't believe they're applying my payments correctly. They've made a mistake somewhere. I'm referring to the escrow account disclosure statements that I believe are incorrect because one of them from -- the one from 2013 increased my payment from 859 to 999. The one from 2014 -- it says my payment was still 859 a year later, even though a year before that, they said it was going up to 999. And then it says it's going from 859 to 1,005.

And I'm asking them how they determined that because my -- my homeowner's insurance wasn't going up. My property tax wasn't going up. So, you know, I wanted an explanation.

Q So you were responding to some information they sent you?

A I'm sorry?

Q You were responding to something they sent you and asking them to give you more information?

A I don't know if I understand the question.

Q Okay. Well, are you talking about the annual escrow

account disclosure statements they mailed you --
A Yes.
Q -- in 2014?
A Yes.
Q And you're asking them to take some action on that?
A Yes.
Q I guess what I'm getting at here is: Why are you communicating with Nationstar when you have a lawyer?
A Because they're still sending me information that is wrong.
Q Okay.
A And I want it fixed.
Q Okay.
A You know, I mean, the -- I don't have a budget for them to keep raising my payment like that. And, you know, I wanted to know why it went up like that. I --
Q Okay. Okay. So let's take a look at 109.
And is that Nationstar's response to your March 10th letter?
A Yes.
Q They're telling you they take it seriously?
A Yes.
Q Okay. And -- and they're apologizing, aren't they here, for any inconvenience?
A Hmm.

Q Okay. And they're telling you that customer concerns are important, right?
A That's a form letter. You could have fooled me.
Q Okay. And, again, we get the manager, Derrick Richardson, the same gentleman who was notifying you of your default --
A Right.
Q -- as your single point of contact here?
A Right.
Q Okay. And then let's take a look at a May 8th letter, which is going to be part of 109. Actually, excuse me. It's 110. 110. Let's roll up to the top -- or to here. I think we have a difference of opinion of what "top" is. Roll up.
So this letter is May 8th, and Nationstar is responding to your March 10th, 2014, request?
A Yes.
Q And I think we looked at this letter yesterday, so I won't get into the second paragraph here.
But this letter is telling you four or five months after the lawsuit is filed that -- that you're in bankruptcy?
A Right.
Q And that the -- the sale of your home had only been stopped because of the automatic stay of the bankruptcy court?
A That's what they say. But I wasn't in bankruptcy, and that's not what stopped the sale. The lawsuit stopped the

sale.
Q So do you think Nationstar is taking you seriously, as they say?
A No.
Q Do you think they're paying any attention to your --
A No.
Q Are they -- are they capable of doing -- understanding what they're doing from what your experience is with them?
A Not at all.
Q We heard from the banker at Cabela's bank, whatever it is, World's Foremost Bank.
A Yes.
Q So you applied for an account there?
A Yes.
Q Do you remember about when you did that? Was it this year? Last year?
A It was 2014, I believe. Sometime in 2014.
Q Okay. Well, since the lawsuit was filed?
A Yes.
Q And why did you apply for a credit card from Cabela's?
A We -- we were shopping there, and at the checkout, they -- they asked us if we wanted to. It included like $20 off the purchase that day.

And I knew that Nationstar wasn't reporting to the credit agencies correctly, and since I had been out of Chapter 13, I

hadn't applied for any credit. So I applied for that because I wanted to see how Nationstar's reporting was affecting my credit.
Q And the $20 that they would have given you off, was that only if they approved the card, or do you know?
A Yes, that's only if it was approved.
Q Okay. Did they decline the card?
A They declined it.
Q And did you take any action based upon that?
A I -- I did at one point send a letter to Equifax to contest their reporting.
Q Okay. Did they get it fixed based upon your dispute?
A No. No. They made it worse.
Q How much worse, if you know?
A I think it went from 8 or 9 months to 20 or 22 months, something like that.
Q Okay. And -- okay. So you dealt with initially the front-line operators, research department --
A Yes.
Q -- QWR department, and legal obviously?
A Right.
Q Because they -- the foreclosure team.
And -- and now the credit reporting?
A Yes.
Q Any of these departments -- any of these departments

within Nationstar, did any of them ever get it right?
A No. I'm not sure it's right to this day, honestly. I don't believe it is.
Q Okay. Let's look at 157, specifically Nationstar707.
THE COURT: I'm sorry. Excuse me. What exhibit number is this?
MR. HUMPHREYS: It's 157, Your Honor.
THE COURT: Thank you. Got it.
Q (By Mr. Humphreys) And do you recognize that?
A Yes. That's my address. That's my house.
Q Is that your porch?
A Yes, it's the front porch.
Q Okay. What's the date it says on the photograph that Nationstar produced?
A June 2nd of 2014.
Q So this is four months after the lawsuit is filed?
A Yes.
Q And they're stopping in front of your home taking photos?
A Yes. And I have encountered some of those people.
Q Has it ever caused you any stress?
A I'm sorry?
Q Has that caused you any stress?
A Absolutely.
Q Tell me about that.
A It's an invasion of privacy. You have people out in

front of your house taking pictures. You know, yeah, absolutely.

I mean, we actually -- we actually drove up on one of them one day and asked them what they were doing, and he basically said he was hired to do a drive-by inspection, take pictures.

Q How did that make you feel?

A I was furious. I was furious because I didn't do -- I never did anything wrong. Not once did I do anything wrong in this whole ordeal. So why are people taking pictures of my house?

You know, I haven't seen all the pictures that they took. But, you know, what if my curtains are open? And, I mean, it's an invasion of privacy. They're obviously using a zoom lens because you can't take a picture like that from that distance and get that without some sort of special lens.

Q Do you know if they're still doing drive-bys of your home?

A The last time I saw anybody was -- I believe, in June, I saw someone get out of a truck, go up in between my house and the house next door. I have security cameras. So they went out of view of my camera, which means they were at the fence at the backyard. They weren't there for long. They turned around. They went back out to their truck and got in it.

And I was planning to go outside to find out who they were, but I couldn't get out there fast enough. But I did see that the truck had Texas license plates on it.

Q Okay. Take a look, if you would, at -- I'm going to show you Nationstar708.

And this is -- this is -- you say it was June of 2014?

A It was -- it was in -- actually, no.

Q If it is '13, that's fine. Just tell me what you remember.

A No. It was this year, I think.

Q Oh, '15? Oh, okay.

Is this your front door we're looking at here in this photo? Is that your home?

A I'm sorry?

Q Is this your home?

A Yes. And there's my window. I also had another incident where I was outside working on the flower bed and someone -- a guy drove by, and he actually stopped and rolled his window down and was asking about the house. So I don't know who he was.

Q Okay. Let's take a look at Plaintiff 57.

THE COURT: We're going to take a break.

MR. HUMPHREYS: Okay.

THE COURT: Ladies and gentlemen, again, you're instructed not to discuss the case. Don't form or express any opinions about the case. Don't let anyone discuss the case in your presence.

We'll call you back in 15 minutes. You can step down.

(Court recessed from 2:46 p.m. until 3:03 p.m.)

(The following proceedings were held within the hearing and presence of the Jury.)

THE COURT: Okay. You may continue.

Q (By Mr. Humphreys) Ms. May, we've talked about some of the sources of stress you've had in your life. Did you have some trouble with your neighbor that was another source of stress?

A Some, yes.

Q Tell us about that.

A Basically, the -- the guy that lives in the house -- it's his mother's house. She lives there. He lives there with his wife and three kids. He's a bit of a bully.

When we're outside -- our properties are pretty close together. Our driveways are only about 18 inches apart. When we're outside, if we look in his direction, he -- there's a lot of name calling that comes from him. He threatens to beat us.

I've -- I've had police out several times. I, at one point in time, had a restraining order against him. I have filed complaints with the city on him for trespassing, theft, and property damage, some of which he pled guilty to.

It started to escalate in -- at the end of 2012 and carried on through 2013. But, I mean, for the most part, we've learned to ignore him as best we can.
Q Okay. Is that one of the reasons why you wanted to move after you got out of bankruptcy?
A Absolutely.
Q And has -- have you been able to -- well, let me strike that.
Has this -- has Nationstar made any errors, in your judgment, in the way they've reported your interest income on a 1098?
A Yes.
Q Interest payments I should say.
A Yes.
Q Tell me about that quickly, please.
A They -- I felt like they misreported 2012 and 2013, because they reported much lower interest paid than the previous two years and much lower than -- than what CitiMortgage reported when I was with them. And I was making the same number of payments, the same amount every month. So I couldn't understand where that difference was coming from.
Q And after you asked Nationstar to correct your credit, you told us that they made it worse, right?
A Yes.
Q How did that sit with you?

A Not good at all.
Q Could you tell us just a little bit more about that?
A Well, you know, I -- again, I tried to fix something, and they made it worse, and they had no reason to do that.
Q Do you -- as you sit here today, do you believe it's really truly over with Nationstar?
A No. No. The last two documents I received from them both have a total monthly payment amount on them, and they're different.
Q How different?
A It's only about a $10 difference, but they're different.
Q Okay.
A You know, why would they send me two documents at the same time that have different amounts on them?
Q Okay. You told us that there was a point in time when you left your work at Washington University.
A Yes.
Q When was that?
A When was it?
Q Yes, ma'am.
A It was May of 2014.
Q And what led you to quit?
A Well, at that point in time, I was still overwhelmed with the Nationstar thing. Like I said, there's not a day that goes by that I don't think about this. And between -- you

know, they're -- you know, I was dealing with a difficult boss at work. I had learned to work with it. But, you know, it came with a little stress too.

The combined stress just seemed to -- I was -- I was overwhelmed. I was at a breaking point, and I knew I had to make a change. And -- and before I left -- you know, I had been thinking about it. You know, I thought, you know, something has to give. I can't keep going like this.

So I made the decision, you know, in May, I'm going to -- I'm going to leave for a while, take some time off, which I did. And, you know, at that --

Q How --

A At that point in time -- I'm sorry. Go ahead.

Q How long were you gone?

A Seven months.

Q And are you back at Washington University?

A Yes.

Q Do you do the same type of work?

A Yes.

Q Do you get the same type of pay?

A No.

Q What happened?

A When -- they've changed their pay structure. So your -- your previous experience doesn't really play into it much. You -- you have to hire in at -- they have a pay range for starting salaries or -- I was hourly, actually. It was an hourly rate. They have to start you within that range. They can't give you more than that.

Q Okay. And what is the difference per hour that you're making less?

A It was -- I don't have the exact hourly rate written down, but I was making almost $28 an hour.

Q Okay.

A And right now I'm making 18.25 an hour.

Q Okay. And have you done any calculations to figure out how much pay you've lost --

A Yes.

Q -- before you're going to retire?

A Yes. If I calculate the annual amount and add in what I lost in the savings plan and calculate that over a 10-year time frame, because I do plan to continue to work for a while --

Q Okay. So hang on a sec.

You're 60?

A Yeah, 61. I just turned 61.

Q Okay. And from the time -- when did you leave again? May?

A May of 2014.

Q Okay. Well, the lawsuit had been filed by May of 2014.

What was the cause of the distress?

A It's still stressful. Whether the lawsuit was filed or not, I mean, I was still dealing with this. I still didn't know what was going to happen. You know, they obviously weren't making any changes to fix anything that -- you know, as far as -- I mean, obviously, they felt like I still owed them.
Q Okay. And so you went back to work sometime in October of 2014?
A I'm sorry?
Q Did you go back to work around October of 2014?
A It was December 1st.
Q December 1st.
And you -- you say you did some math to figure out the difference in pay at your new rate versus what you had been making?
A Yes.
Q And it's about eight bucks an hour?
A Yes.
Q $8 an hour approximately?
A Yes, approximately.
Q And do you really think it's fair to ask Nationstar to pay for future -- you know, for lost income that you suffered?
A I do.
Q Why?
A Because, you know, we all have stressors in life, you

know, including job stress. But they're stressors that you have some control over. You know, you have options. You have ways -- you have resources to work with so that -- so that you can -- and like I said, I was learning to work -- you know, I had a difficult boss, but I was learning to work with him.

But in all our other stressors in life, you have some options, you know. They may not be the ones you want, but you have some options. In this case, I have no options. They -- they were not listening to me. I had no options.

I mean, it took a lawsuit to get them to stop, you know, the process of taking my house. And this stressor is one I couldn't get away from.

Q They were still driving by your house taking pictures as late as May.

A Yeah.

Q Excuse me. June, I mean.

A Yes.

Q And when did this -- and so anyway why don't you give us this total amount -- let me back up a second here.

To be clear, you were off from May to December. You're not asking anybody to give you compensation for that?

A No.

Q So what is the difference in income over this last 10 years of your work life?

A The difference -- the total difference would be about

$309,000.

Q And is there some amount other than eight bucks an hour difference in wages you're coming up with that you want?

A I'm sorry. I don't understand.

Q Okay. Is there something else in this $309,000 number other than the difference in wages?

A Well, I included what I would have lost in the 403(b) savings plan because currently -- because I'm making so much less, I'm not participating in that. So I'm including the -- the university was contributing 11 and a half percent of my salary to the 403(b) plan, and I'm no longer receiving that.

Q Okay. So we -- if -- if it's determined that the loss of retirement income shouldn't be the responsibility of Nationstar, you could just deduct 11.5 percent out of that 309 and we would get to the wage number?

A The -- I included the savings in the 309.

Q Yeah. But, in other words, we could just reverse 11.5 percent out of it to get you to the true wage amount?

A Yes.

Q Okay. And what are you asking this Jury to do here?

A I want justice. I want justice because nobody should ever have to go through this. A company should not be able to do this to people. There should be accountability, and people need to know that this is going on. People need to know that Nationstar is doing this.

I don't believe that it won't happen again. They'll never convince me of that. I don't believe that they have it fixed like they say they do because the last two documents that I got don't have the same amounts on them. I'll never trust another number they give me ever.

And I want justice. I want this company -- somebody needs to send a message to this company to let them know they can't treat us like this. We're hardworking people. We work hard for our money, and it's not okay. It's not okay. And that's what I want.

MR. HUMPHREYS: Thank you.

THE COURT: Cross-exam?

MR. TILLOTSON: Yes, Your Honor. Give me just one second to set up. May it please the Court.

CROSS-EXAMINATION

BY MR. TILLOTSON:

Q Ms. May, I think you know I'm Jeff Tillotson. I'm the lawyer for Nationstar. I'm here to ask you some questions regarding the testimony that you gave. From time to time, I may get into areas involving your personal life. So I apologize in advance, but you understand that I need to ask you some questions to get all the facts out. Okay?

A Yes.

Q I want to begin just with the last part where you said what you want is justice and you're a hard working person and that the company can't treat you that way.

Would you agree with me at least that for -- as best you know, with respect to Nationstar when you first started dealing with them back in 2011 when they took over the servicing rights for your company, that you didn't really have any complaints or problems with them during that time period?

A I wouldn't necessarily say that. The first correspondence they sent to me had the wrong mailing address for the payment.

Q Okay. But when you had -- you know, as you may remember, Nationstar acquired your servicing rights in 2010. And then in 2011, you had some issues where you fell behind in some of your payments.

A I did.

Q You talked about that this morning. Do you remember that?

A I do.

Q And during that time period, did you have any complaints about how Nationstar treated you? I mean, you were behind and you had to catch up.

But do you have any complaints about how Nationstar treated you as being unfair or not caring or not listening to you?

A I didn't have any contact with them at that time.

Q Okay. Now, I want to talk to you about sort of the

circumstances surrounding some of the stress in your life.
And you are asking the jury to -- to consider and compensate you for the stress and the emotional distress that Nationstar caused you during this time period; is that fair?
A Yes.
Q Would you agree with me that, during that same time period, from when we first screwed up and sent you the wrong statement in late February 2013 to, let's say, the lawsuit is filed in February of 2014, during that year time period, would you agree with me that you also had other things going on in your life not related to Nationstar that were causing you stress as well?
A I was dealing with a difficult boss. Other than that, I didn't really have any other stressors.
Q Okay. Well, you were having the incident with your neighbors.
That started late 2012 and carried on over through 2013; is that correct?
A Right. But I -- you know, I had problems with the neighbors. There's no doubt about that, but for the most part -- like I said, for the most part, I was able to ignore them. And I also had the support of city hall and the police department working with me on that issue.
So it was somewhat stressful but nothing like this.
Q I understand, and I'm not -- I don't want to compare

them. I just want to first get out all the things that might have been affecting you during this time period because -- would you agree with me that, if Nationstar is -- is responsible to compensate you for the stress it caused you, it really and only should be responsible for the stress it caused you and not things that other people did to you?
A I'm not asking for that.
Q Okay. So I want to find out what the other things were so, when the Jury considers these facts, we can focus on what it is my client did, so we can be upfront about that.
And so first, with respect to your job during this time period, during the same time period that you're having your troubles with us, you got a new boss. Is it Mr. Koslovsky?
A Yes.
Q And he started sometime during 2013 as well; is that right?
A Yes.
Q And you and he didn't see eye to eye; is that fair to say?
A No one got along with him.
Q Okay. But it's -- I think you also testified previously that you felt he -- he managed by intimidation?
A He did.
Q And that you and him had an incident where he was not pleasant to you?

A Right.
Q He yelled at you?
A Yes.
Q And that this was causing you some stress in addition to and apart from anything Nationstar was doing?
A That was in early 2013, yes.
Q Okay. And by the time of September 2013, your -- your -- you've testified that what Nationstar was doing was causing you stress and you told your doctor, who we saw, that Nationstar was causing you stress, but you also told your doctor that the things at work were causing you stress.
A They were a little bit, yes.
Q And he noted -- I think we saw and heard him, but he noted in his notes that you were being caused stress both by Nationstar and at work, correct?
A Correct.
Q And he would have only gotten that from you, I mean, you telling him that's what's going on in your life?
A Correct.
Q And I think his actual note said -- the Jury can see it, the medical notes -- was that people were looking for work elsewhere, people were thinking about quitting?
A Yes.
Q Okay. So you've got Nationstar and you've got the work issue with Mr. Koslovsky going on. And then, at the same

time, whatever it's causing you, you are having this incident with your neighbors where you are bringing some legal proceedings against them --
A Yes.
Q -- right?
And, unfortunately, they're actually bringing some legal proceedings back against you during that same time period, aren't they?
A Yes.
Q And they sought a -- I don't know if they sought a protective order or they claimed that you were stalking or doing something wrong to them, trying to fight back in response to what you did to them?
A They -- they -- they tried to obtain orders of protection against me, which were all denied.
Q Right. Right. Now, I'm not -- trust me. I'm not taking sides. I promise you. What I'm just trying to find out is what's going on in your life during this time period --
A And I'm letting you know.
Q -- this same time period.
And I know you've had trouble with them, and you had mentioned you had surveillance cameras.
A Yes.
Q You had installed the surveillance cameras during this time period because you worried about your neighbors?

A I installed them so I could document things for the police department.

Q Right. And then -- and that actually was a public -- you brought a protective order against them during this same time period?

A That was in January 2013.

Q Okay. And then, as I mentioned, then they came back and tried to do some legal proceeding against you during that summer?

A They actually did that in the summer of 2014.

Q Okay. And so -- and then, in addition to those -- those things, you also had in your life the normal daily stresses that go on for all of us during this same time period; is that fair?

A Yes, which -- which includes job stress.

Q Right. And then, of course, you have things related to your son and him getting better and improving?

A I'm not sure what you're referring to with my son.

Q Well, I -- I want to be respectful, but obviously your son had some legal problems back --

A That was in 2007.

Q I understand.

But back in 2007, he had legal problems, right?

A Correct.

Q He had come off his probation in 2012; is that correct?

A Early 2013.
Q Okay. And then he's -- during this time, he's living with you in 2013 --
A Correct.
Q -- is that right?
He's not -- he doesn't have a -- as I understand, he's not working full-time during that time period --
A Correct.
Q -- but he's living with you during that time period. Okay.
And so would you agree with me that all of those events are -- are causing you, at least in some measurable degree, some stress during this time period?
A Those events -- I'm not really sure where you're getting the stress from my son. I -- I really wasn't feeling any stress where he was related. The job stress was a little harder than normal, but we all have job stress.
The neighbors, like I said, I was -- I had resources to deal with that. So while it was a little stressful, I had a lot of support, a lot of options, a lot of resources.
The Nationstar was the majority of my stress, I guarantee you.
Q I'm -- I'm -- I understand. I'm just trying to make sure we know what -- the things that are going on.
Now, you talked about how you had the support of the

police in dealing with your neighbors, you had the support of others.

Around, say, July or August of 2013, with respect to Nationstar, you had started to have the help or response of a lawyer, which would be Mr. Healey; is that fair?

A Yes.

Q And I think, as you testified earlier, Mr. Healey helped you and identified for you the kinds of letters you could write to my client to get responses, hopefully, back about information; is that fair?

A That's fair.

Q And when -- occasionally, during that time period in the fall, when Nationstar called you, you would tell Nationstar you have a lawyer, and you gave them Mr. Healey's name and number.

A Yes.

Q Do you remember hearing that?

And so you had at least -- however he helped and whatever he did, during this time period, you had available to you Mr. Healey to help at least figure out what you might be able to do for my client?

A Yes and no. I was not paying him. So I was -- I was not relying on him for everything at that point.

Q Okay. You -- do you know now today -- maybe you've seen -- have you seen in the collection notes where Nationstar

in October of 2013 called Mr. Healey's office to try and get information about this? Are you aware of that?
A I think he did say that they left him a message, and he tried to return the call and got some recording.
Q Okay. So there's at least -- that you can tell us today, you know that Nationstar, in some form or fashion, initially reached out to Mr. Healey to get that kind of information. Fair?
A They did. But, like I said, he could not get in touch with anyone when he called back.
Q Okay. Now I want to talk for a moment about one of the last topics you mentioned, which was your job. We're now moving into 2014. So we got the timing. Unfortunately, in January 21st of 2014, Nationstar sent you a letter saying your home is going to be sold.
Do you recall? You've dealt with that obviously.
A Yes.
Q And a lawsuit was filed in February --
A Yes.
Q -- by you?
And since February 2014, has Nationstar ever sent you a letter saying they're going to foreclose on your home?
A I'm sorry. Since when?
Q Since the lawsuit was filed in February 2014 when the foreclosure was stopped.

A No, they have not.
Q Okay. So since February 2014, we can all agree, Nationstar has never said to you, "We're going to try and foreclose on your home again"?
A No.
Q During that time period now as we move forward, since we've seen now two letters -- one in May of 2014, which I'll show you when Nationstar credits amounts to your account, and in October of 2014 when Nationstar credits some amounts to your account -- do you remember those in general?
A Yes.
Q Okay. So now we've got the time frame.
Since October of 2014 when Nationstar made corrections and brought your account current, have you received any calls from Nationstar saying, "We want to collect on past-due amounts"?
A No.
Q Have you received any letters from Nationstar saying, "We're trying to collect on past-due amounts"?
A No.
Q Now let's move it a little forward. Since May of 2014 when they made the initial correction, have you received since May to that October period any calls from Nationstar saying, "We want to collect on past-due amounts"?
A No.

Q Any letters from Nationstar saying, "You're -- you're delinquent. You're in default. We want to collect on past-due amounts"?
A No.
Q Okay. So can we at least agree, whatever our sins were before then, since May of 2014, Nationstar has not sought to foreclose or threatened to foreclose or sought to collect for any past-due amounts that you know of?
A No.
Q Do we agree on that?
A We can agree.
Q Okay. So the conduct that we're really -- where Nationstar was calling you, did the majority of that conduct take place during the 2013 time period?
A Yes.
Q Actually, since the lawsuit was filed in February of 2014, did you receive any phone calls from anyone at Nationstar saying, "We want to collect on past-due amounts"?
A No.
Q Did you receive any letters from anyone saying, "We're trying to collect on past-due amounts"?
A No.
Q All right. So now let's broaden it. Since the lawsuit in February of 2014 was filed, has my client made any effort at all to collect on an amount that was not owed or seek to

try and foreclose or threaten to foreclose your house?
A No.
Q Okay. So I want to focus now for a moment on the conduct that took place before that. But just before we do that, I know you saw the doctor -- we saw his testimony -- in September and October complaining about stress and he prescribed medication.
But during 2014 did you ever go back to the doctor that we saw complaining of anxiety?
A No.
Q Okay. Because I didn't see anything in your medical records, and I apologize. You never -- you never went back to him saying, "I'm still suffering from significant stress," like you had done before; is that fair?
A No.
Q Okay. And you stopped taking the medication he had prescribed for you back in September or October sometime in early 2014; is that fair?
A I wouldn't say early 2014.
Q Okay. So maybe by May of 2014, had you stopped taking the Lexapro?
A I think it was around the summer of 2014, and that was after I had left my job, which gave me more time to sort of, you know, sort through this Nationstar thing that I was dealing with. And I was -- I decided to go off the medication

to see how it went. And I think, you know, it -- it went well. I mean, I'm not going to say, you know, that I'm -- I still have days, you know. I -- I have -- I have ups and downs still. You know, I maybe should be on the medication, but I'm not.

Q Okay. So now we've got our time frame. Let me --

MR. TILLOTSON: Mr. Delany, if you'll bring up for us Plaintiff's Exhibit 110.

Q (By Mr. Tillotson) And 110 is the May 8th, 2014, letter from Nationstar to you.

MR. TILLOTSON: And, Mr. Delany, if you'll blow up for us the second full paragraph.

Q (By Mr. Tillotson) And Ms. May, if it helps, I have a hard copy, if that's easier to read.

A Oh, they blew it up.

MR. TILLOTSON: I'll approach, if I may, Your Honor.

Q (By Mr. Tillotson) So, now, this is a letter sent May 8th, 2014, and this is Nationstar reversing the $5,162 and waiving late fees.

Do you remember receiving this in May?

A Yes.

Q And this must have at least in part begun to relieve some of the stress or anxiety you were feeling because they said they made a mistake and they're going to start crediting the account. However percentage, at least in part, this must have

made things a little better?
A I knew that they'd done something. I wasn't sure I understood exactly why when I read this. But, yeah, they had -- they had done something. But at that point, I still wasn't convinced it was fixed.
Q Okay. And we'll get to that, but I'm going to take it step-by-step.
Now, this was May 8th. You quit your job -- May 8th, 2014 is when this letter was sent. You quit your job in May of 2014; is that correct?
A Yes.
Q But between the lawsuit and when you quit your job, you hadn't really received any collection calls or collection letters from Nationstar; is that fair?
A No, I had not.
Q Okay. And you had additional lawyers and you had your lawsuit pending; is that fair?
A Yes.
Q Okay. And I think you told us in your deposition that you'd been having trouble with your boss at work, and one of the incidents right before you quit was you had to notify Mr. Koslovsky that you were going to be taking approximately a month off to have some surgery; is that right?
A Yes.
Q Okay. And he was not very professional about it; is that

fair?
A That's fair.
Q And, in fact, he -- he, I think, may have been critical and tried to write you up right before you left. Do you remember that?
A After I came back.
Q After you came back?
A Yes.
Q Okay. So you -- and I think you left for your surgery in March of 2014?
A I believe so, yes.
Q Okay. So at least during that time period, you know, the late -- the lawsuit is filed in March. You're out for surgery. You know, you're having some issues with your boss at work, and that's adding additional stress to your life during that time period. Is that fair at least?
A The surgery wasn't stressful. I basically had finger surgery. So, yeah, that wasn't really that stressful.
Q The one thing we can agree is that, during that March time period while you're gone, my client is not making any phone calls or sending you any letters that are adding to your stress during that time.
A No.
Q Is that fair? Okay.
Then you come back in April of 2014 from surgery, and

Mr. Koslovsky is -- is, again, not professional to you?
A Exactly.
Q He attempts to write you up; is that right?
A Yes.
Q And "write up" means getting in trouble for something?
A Well, it was a verbal warning, which the director had removed from my personnel file.
Q So you had to get that removed. And it's in connection with those events that are happening that helps contribute to your decision "I'm going to leave this job"?
A I was already -- I had already planned to leave. And when that occurred, I just decided to leave sooner.
Q And so will you at least agree with me, then, that in part one of the reasons you left your job in May of 2014 was because of the problems and issues you had with Mr. Koslovsky?
A I did leave because of that.
Q Okay. That's why you left. All right.
And then you're gone during May through December, is that fair, from that job?
A Yes -- not through December. I went back December 1st.
Q Okay. And then while you're -- while you're not at that job --
MR. TILLOTSON: If you'll bring up for us Plaintiff's Exhibit 114. Plaintiff's Exhibit 114. If you'll just blow up the top so we can see the date and who it's to.

Q (By Mr. Tillotson) This is October 31st, 2014, letter from Nationstar. It's referencing your account, but it's sent to Mr. Healey, who was your lawyer at the time; is that right?
A Yes.
MR. TILLOTSON: And, Keith, if you'll blow up for us the third paragraph in this letter in October 31st.
Q (By Mr. Tillotson) The letter says, "Additionally, we show that the funds that were remitted by check were placed in a suspense forbearance account. Starting on September 25th, 2014, we show the account reflects payment adjustments and sweeps taken from suspense and applied to delinquent outstanding contractual payments. Once completed, the account was brought to current status with the last sweep payment occurring on October 9th, 2014, leaving the account due for November 1st, 2014, contractual payment in the amount of 888.27." Do you see that?
A I do see that. I have to be honest with you. I didn't trust it.
Q Okay.
A That's why I'm still paying more than that amount.
Q Okay. But at least by October of 2014, Nationstar had sent you a letter saying, "We've accepted these payments. We've brought your account current, and the only thing you have due is the next monthly payment in the amount of 888.27"; is that fair?

A It does say that.
Q Okay.
A But my issue with that was, each time they sent me a document that included my monthly payment, it was different each time. And so since I wasn't getting a monthly statement, I was concerned that, since I was seeing a different monthly payment in these documents -- I really wasn't sure what the actual payment was. And I was concerned, if I started paying the lower payments, then I would be in default at some point.
Q Okay.
A So I'm still paying more than that.
Q Okay. But will you agree with me that, since the date of this letter -- which is now -- it's -- we're a year and a month past the day of this letter -- Nationstar has never said -- written you or contacted you and said, "You're delinquent" or "You owe money for past-due amounts"?
A No.
Q Fair enough?
A They have not.
Q And you've seen the most current statement we put here in evidence showing that your next payment is due on December 1st, and Nationstar is not asking for --
A I saw that yesterday.
Q Okay. Now, during this time period in 2014, before we head back to 2013, I think it's in the June time period,

that's when you first applied for a credit card.

Do I have that right -- the timing right?

A That sounds right, yes.

Q June or July of the summer in that time period?

A Yes.

Q And as I understood your testimony today, it's not that you felt you needed a credit card to help manage your finances; you just wanted to see what would happen if you applied for a card because of what my guys had done; is that fair?

A Yes.

Q And you get turned down; is that fair?

A Yes.

Q And then a couple months later, you tried again and get turned down again --

A Yes.

Q -- is that fair?

Now, first, let's talk about the impact of this on your life. But you'll agree with me that there's nothing that you wanted to buy or a good or service that you wanted to obtain with that credit card that you weren't able to do; is that fair?

A We most likely would have used it at some point because Cabela's is where we buy our fishing equipment.

Q Okay. But I think you told us in your deposition that there wasn't anything that you were unable to afford that you would have purchased with that credit card; is that fair?

A Not -- not -- I mean, we didn't have plans to, no.

Q All right. So it's not like you needed credit for --

A No. No.

Q -- a very important reason in your life --

A No.

Q -- and you were being kept from it?

You would have been -- you would have used a card if you had one, and you were trying to see what would happen if you applied?

A Exactly.

Q Is that fair?

And then you know that today your credit rating shows no derogatory information from Nationstar, correct?

A Finally, yes.

Q Okay. And do you know that that was fixed in October of 2014? Are you aware of that?

A Yes.

Q Okay. So since October 2014, the same date of that letter, you're aware your -- Nationstar has cleaned up your credit; is that fair --

A Yes.

Q -- from a Nationstar perspective?

A Yes.

Q And when we say "clean up," we don't just mean we're reporting you current. We mean we went back in time and wiped out all of the old, derogatory information we put on there. Do you understand that?
A Yes.
Q So today if you -- have you recently applied for a credit card?
A Actually, my bank recently approached me based on my performance on a secured credit card that I had with them, and they offered me a credit card and a line of credit.
Q Okay. And so you've been offered a credit card and a line of credit?
A Yes.
Q And so obviously there's nothing, at least in your mind, that Nationstar is reporting that might impair your ability to get a credit card because you got one; is that correct?
A Exactly.
Q Okay. Now, in the future, if you have problems, do you have there in front of you Mr. Loll's number?
A I do. But I'm going to tell you honestly I have no desire to do another second of business with Nationstar. I really don't. I don't want to --
Q Okay.
A I'm sorry, but I do not want to do business with a company like Nationstar ever again.

Q Let me ask you about that if I could, because those -- those -- those comments go straight through me to Mr. Loll.

And you understand his testimony that Nationstar wants to have good customer service; you at least heard what he said?

A I heard it.

Q And you heard that good customer service is good business for them, you at least heard that; is that fair?

A I heard that.

Q And if you were able to not have to ever deal with Nationstar again, is that one of the goals of this lawsuit, for you to just be done with them forever?

A Yes.

MR. HUMPHREYS: Your Honor, this is irrelevant.

THE COURT: Overruled.

Q (By Mr. Tillotson) So, I mean, you have told us, and Mr. Loll has said -- called you, and you've said, "I don't want to do business with you." So I'm asking you if one of the things you're seeking in this lawsuit is to not have to do business with Nationstar, be done with them.

A Yeah.

Q Okay. Now I want to talk to you about some of the other things that you testified about. You -- let me ask a hard question -- I mean, a somewhat unpleasant question.

You understand that, as a borrower, if you go into default on your mortgage, that the mortgage servicer or the

lender has certain rights they can enforce against you, correct?
A Yes.
Q And, unfortunately, you saw that because in the past -- not currently, obviously, but in the past you had issues, might have been behind in payments, and you know that triggers under your mortgage agreement certain rights?
A Yes.
Q And do you know, in your mortgage agreement -- we can bring up if you want to see your actual mortgage agreement -- one of the rights the lender has is the right to inspect your property? Are you aware of that?
A I'm aware of that. But it's my understanding that they have to have specific reasons to do that.
Q Okay. If I -- have you seen your mortgage agreement recently?
A I haven't read the entire thing recently.
Q Okay. If we will -- I'm going to bring it up for you just so you can understand where some of these things come from.
MR. HUMPHREYS: We'll stipulate that the mortgagor probably has a right to inspect -- or it does.
MR. TILLOTSON: If you'll take out the word "probably" -- I don't want to go through --
THE COURT: No, I don't think anybody -- he'll accept

that stipulation.

MR. TILLOTSON: I'll take it. Okay.

Q (By Mr. Tillotson) Are you also aware your mortgage agreement allows a company like Nationstar to hold in suspense either partial payments or payments when you are delinquent, and the payment doesn't make you become current? Are you aware that they have that right in your mortgage agreement to do that?

A They have that right if you're not delinquent. I mean, I don't understand why you're bringing it up because I was making my payments.

Q Oh, absolutely. And I'm not suggesting you weren't. I'm asking you if the things that Nationstar did, perhaps believing you were delinquent even though you weren't -- do you know that those are rights that a servicer has under your mortgage agreement that they can do those things if, in fact, you are truly delinquent?

A Okay.

Q Okay. You'll at least accept that that's what your agreement provides?

A Okay.

Q All right. Now, did you get a chance -- it's a Plaintiff's Exhibit, Plaintiff's Exhibit 157, which are the property inspection reports. Have you had an opportunity to examine those and look at the various photos?

A No, I haven't seen all of those.
Q Okay. So I'm going to approach you and show you 157, and so that we don't -- you had talked earlier today that you found this to be inappropriate and improper, and you talked perhaps what if they took an inappropriate or improper photo involving you. I'm going to ask you to tell us -- if you'll just review it, is there anything in there in any photo that shows either you or any family member that you can identify?
A What was your question again?
Q Is there any photo in there that you've seen that shows either you or a member of your family in any of those?
A No. But there's a closeup of my living room window. Had the curtains been open, you might have gotten one.
Q Okay. But just from the evidence we have here in trial in front of this Jury, there's no photo that depicts you or a family member or really any person from what I can see in any of those photos; is that fair?
THE COURT: Can't counsel for Plaintiff stipulate? You guys have seen these pictures. Can't you stipulate to that?
MR. HUMPHREYS: Yes. The other part, though, Your Honor, this isn't all the --
THE COURT: Well, that's -- that's -- you can handle that on redirect, but making your client --
MR. HUMPHREYS: Yeah, we'll stipulate.

THE COURT: Yeah. All right.

MR. TILLOTSON: Okay. Thank you. Thank you. All right. I appreciate that, Your Honor. Thank you.

Q (By Mr. Tillotson) All right. Now I want to talk for a moment about what are known as qualified written requests.

Are you familiar with that term now?

A I am now.

Q Okay. Let me bring up for you what's Plaintiff's Exhibit 29. And this was the statement that was shown to you by your lawyers as the first statement --

MR. TILLOTSON: If you'll blow up the dates so we can see the statement date.

Q (By Mr. Tillotson) It's the first statement you get. It's screwed up, but it's the first statement you get in February 2013. Do you see that?

A Yes.

MR. TILLOTSON: Okay. I'm going to ask Mr. Delany if he'll to go to page 2 of this statement. So these are the statements, and I think -- if you flip it over and if you go to the bottom there and blow it up for us, this box. Right there. A little bit higher. There you go.

Q (By Mr. Tillotson) On the back of the statement, do you see contact information listed there? Do you see that?

A Yes.

Q And it tells you various places to go in terms of contacting.

And the second one over is qualified written requests. Do you see that?

A Yes.

Q And it's got an asterisk and an address. Do you see that?

A Yes.

Q And then if you look down at the address under the first line, it says, "Pursuant to RESPA" -- in the box there. Keep it highlighted. It says, "Pursuant to RESPA, a qualified written request regarding the servicing of your loan must be sent to this address." Do you see that?

A I do.

Q Okay. Now, the first faxes you sent in April of 2013 where you were trying -- you were sending us information about your loan.

A Yes.

Q Those faxes were not sent to this address. Can we agree on that?

A I was told by your employees to send those faxes. And if this were true, why wouldn't they tell me that?

Q Let me -- let me try again first, and we'll get to your issue.

Would you at least agree with me, so we all know, those faxes weren't sent to this address?

A Correct.
Q Okay. Later on, after you talked with Mr. Healey, you started sending letters to this address and calling them qualified written request; is that fair?
A Yes. Because I was hoping that would get a better response.
Q Before that, we can all agree the correspondence you sent, you did not send to this address; is that fair?
A I did not.
Q And the correspondence you were sending by fax was because, as we saw from some of the calls, when you were telling them you were current, they were saying, "Well, send me information that shows you're current." Do you remember that?
A Yes.
Q And that's why you faxed it to them?
A They told me to fax it.
Q Okay. All right. Now, the qualified written request that you received -- that you sent, when you got responses, you would then send another qualified written request shortly thereafter. Do you remember doing that?
A I did because the response I received was not satisfactory.
Q And -- and the -- so we can get it -- so you're writing it, and you get a response. We'll go to that in a second.

And you say, "I'm not satisfied," and you essentially send the same qualified written request saying, "You've not answered my questions"; is that fair?
A Yes.
Q And then you would get another response, you would get the payment history, you would not be satisfied, and you would write us back a qualified written request and say, "This is not sufficient. Answer my questions." Is that fair?
A Yes.
Q You're making the same complaint because we're not giving you the answers you want; is that fair?
A Pretty much, yes.
Q Okay. Now, I want to talk with you about the response you get from us in September of 2013. So you write a letter to us in August. We've seen that letter. We send a response. It's Exhibit VV from us. And in that we send you your payment history.
And you testified earlier today you're not an accountant; that payment history meant nothing to you. Do you remember that testimony?
A Yes.
Q You had previously requested information from us way back when you first came out of bankruptcy.
Do you remember that we also sent you a payment history way back in March of 2013?

A You did, and that one made no sense to me either.
Q Okay. So you at least knew that, when you asked Nationstar, "Tell me what's going on with my account," what they typically do is send you a payment history?
A I did not know that they typically did that.
Q Okay. Now, on your payment history, did you also see here in connection with Mr. Loll that it actually shows on your payment history we sent you in September the debit for the $5,162 we wrongfully charged your account?
A When I received that payment history, I didn't notice that because, when I started looking at it, it made no sense to me whatsoever. So I didn't go over the whole thing.
Q Fair enough, ma'am. But let me ask you this: When your lawyer wrote us and we responded to him, were you aware that we sent him that payment history?
A Yes.
Q Okay. So now let me ask you this: With respect to that $5,162 issue, there's been a lot of discussion and argument here that we never said anything about why we had wrongfully made your account late.
But it's true, is it not, that you were told pretty early on in the process that we had debited your account because we had to give money back to Citibank. Do you remember that?
A They never used the word "debited." They said there was a transaction between the two companies that took place. I --

I didn't understand it completely the way they explained it to me at that point in time. So -- and even -- even if they had told me that, shouldn't that have put somebody on notice to correct it then?
Q I'm -- I'm -- I don't want to argue with you, okay, because you're -- you're -- of what happened. All I want to establish is what are the things that went on here that you were told about what happened. And I just want to see --
A That's one of the things I was told.
Q And from what I can tell from the evidence put on, it looks like a conversation you had with someone named Destin. Does that sound familiar?
A I'm sorry?
Q C. Destin?
A That sounds familiar.
Q Okay. If you'll bring up for us Plaintiff's Exhibit 105, which is an exhibit that they showed you when they were questioning you. And if you'll scroll down a page, and if you'll see -- there in the middle, it's the one, two, three, four -- the box that's 4-27 there. If you'll highlight the information. There you go.
You're recounting here the conversation where Nationstar said that there had been a misapplication of funds. Do you see this?
A Uh-huh.

Q And you say, "It doesn't make any sense to me."

But we can at least agree that that was told to you during that time period; is that correct?

A Well, and when they said they took it back, I didn't understand that they meant they took it from my account at that point in time.

Q Okay. Now, just a couple of other questions I want to ask you. I want to talk for a moment about your -- your business with the doctor.

Your -- from review of the testimony he's given, it appears that you went to the doctor in mid-March of 2013.

A Yes.

Q Do you remember that?

A I do.

Q And by then, you had already received what I think you testified was a pretty distressing note from us, a statement saying you owe us 2 grand.

A Yes.

Q But will you agree with me that, during that March visit to your doctor, there's nothing in his notes of you complaining about stress?

A There aren't, but I can tell you I was stressed at that time.

Q Different question. Hear me out. Just in the notes that we've seen and him and there was testimony he's trying everything he can to record what's happening, you'll at least agree with me that, in his notes, he doesn't say you complain of stress or anxiety?

A Right.

Q Then you go -- we continue to do all the stuff you talk about -- phone calls, we send letters, we actually send you a letter saying, if you don't pay, we're going to foreclose.

And that happens in April and May of 2013. Do you remember that --

A Yes.

Q -- unfortunately? Okay.

And you go and see the doctor again in June of 2013. Do you remember that?

A Yes.

Q And will you agree with me that, in those medical records for your June 2013 visit, there is no notation by the doctor that you are complaining of anxiety or stress?

A I don't remember the dates. I'm confused on the dates.

Q Okay. Would it be helpful if I brought up the June information?

A Yes.

Q Okay. Now, before -- before I do that, you understand as part of the lawsuit --

THE COURT: Again, to speed things up, you can't stipulate to this? Come on. Let's move it along. We're covering stuff -- this is crazy.

These guys are tired, and I am too. Let's move it along.

THE WITNESS: If that's what he said, then that's true.

THE COURT: We're repeating the same stuff over and over. When there's something that's obvious, I would appreciate a stipulation.

MR. HUMPHREYS: Yes, Your Honor.

THE COURT: This is pretty obvious. The pictures were obvious. Let's move this along.

MR. HUMPHREYS: Yes, sir.

MR. TILLOTSON: Yes, Your Honor.

MR. HUMPHREYS: I apologize.

MR. TILLOTSON: Thank you, Your Honor.

THE COURT: And I'm barely paying attention, and I picked it up. Come on.

MR. TILLOTSON: Yes, Your Honor.

Q (By Mr. Tillotson) Finally, Ms. May, in connection with this case and with the issues, I want to find out about out-of-pocket expenses you have. You testified about some of the things.

Do you know how much in out-of-pocket expenses you've incurred because of Nationstar's conduct in this case, actual things where you spent the money, had to buy something or

incur an expense? Do you have a sum for it?
A I don't remember the exact total.
MR. HUMPHREYS: Your Honor, I'll stipulate that, on those two exhibits, we showed the postal and the moving.
THE COURT: Thank you.
MR. TILLOTSON: Can we stipulate it's under $500 then?
MR. HUMPHREYS: We can.
A Yeah, I think so.
THE COURT: Fair enough.
Q (By Mr. Tillotson) And can we stipulate as to the amount of time that you think you spent messing with this? How many hours or days or weeks? Can we at least agree -- come up with a number of what it is?
A When you say "on this," you mean --
Q All the time you spent that you -- you testified that you spent an enormous amount of time on this matter, dealing with this and writing letters and going to the post office, all those things.
But what I didn't hear and what I'm asking you for so we know: How much total time do you think that is?
For example, Mr. Loll said he spent 300 hours on this, and I would like the best you can if you have an estimate of the amount of time you think you spent.
A It's a lot of time. I don't even know how to calculate

it. I would -- it was probably more than 300 hours.
Q Fair enough.
A I'm sure of that.
Q Would you accept 500 hours?
A Yes.
Q Okay. Now, finally, I want to turn to your job. As I understood your testimony, one of the things you're asking the Jury for is the difference in your wages between what you were making before you quit and when you went back; is that -- do I have that right?
A Yes.
Q And you're asking for --
A I'm sorry. Can you rephrase that question?
Q Sure. I just want to make sure we understand the basis for which you're seeking in wages in the future.
A Uh-huh.
Q You're asking for the difference in what you're making now from what you used to make before you quit, and you're asking for that to be calculated over the next 10 years?
A Yes.
Q And so you're -- as part of that, you're assuming for the next 10 years you'll make the same amount you're making today?
A I did not calculate any increases into that.
Q Okay. And so you're essentially asking Nationstar to pay you the wages you're not making for the next 10 years from

back -- because you have a lower salary now from when you quit back in the March 2014 -- May 2014 time period?

A Yes.

Q Is that correct? And that's what you're seeking.

Ms. May, thank you very much for your time.

MR. TILLOTSON: Your Honor, pass the witness.

MR. HUMPHREYS: Nothing, Your Honor.

THE COURT: Thank you. You may step down, Ms. May. Thank you very much.

Any further evidence on behalf of the Plaintiff?

MR. HUMPHREYS: We have to move in exhibits. No further witnesses.

THE COURT: All right. I'll tell you what. We're not going to take the Jury's time on this.

All I can tell you, ladies and gentlemen, is that we'll make a record -- the lawyers and I and the court reporter and the deputy clerk -- of all the exhibits that have been offered by the Plaintiff. And during closing argument, they may point out a few that you may want to look at or not. It's up to you. That will be your call.

But bottom line is be assured that the exhibits will be admitted into evidence, and we'll do that at a different time.

Any evidence on behalf of the Defendant?

MR. TILLOTSON: Well, Your Honor, just technically, when they -- when they rest, I have a motion, but we do not as part of our case-in-chief.

THE COURT: I will let you reserve your right to make your motion at the end of the Plaintiff's case and certainly at the end of your case.

MR. TILLOTSON: Thank you, Your Honor. So the answer is, no, we have no further evidence at this time. Other than the exhibits, we would also --

THE COURT: We have the same issue with your exhibits. We'll go through those, and we won't take the Jury's time.

Anything else?

MR. HUMPHREYS: No, Your Honor.

THE COURT: Okay. All right. Ladies and gentlemen, obviously, we're not going to submit this case to you tonight. It's impossible. It really was -- well, it was never even a close call. We tried, and it's really nobody's fault. It's just the way the case plays out.

You all -- you have heard all the evidence. You haven't heard the lawyers' arguments. They're going to have about 30 minutes a side or so tomorrow to argue the case. That will be the first thing you'll do tomorrow morning when you come in, assuming we have these instructions completed.

And I have to tell you the instructions are complicated for reasons that I don't need to get into. It's just -- I wish they were easier, but it's just the nature of the beast, so to speak.

So we hope to put those together tonight and then have them -- we'll have the lawyers here very early tomorrow to clean whatever we missed tonight up by tomorrow morning.

We're going to start again at 9:00. If you all would be here at quarter to 9:00, that will be helpful. You'll hear me read the instructions to you. You'll then hear the lawyers make their closing arguments. They'll each have the exact amount of time to argue to you. Then you'll go back to the jury room, and you'll deliberate on your case.

If life works out the way it should in this one, you should have the case, you know, by 10:30 or so at the latest, maybe 11:00. So we'll see.

Just because you've heard all the evidence in the case doesn't mean you should make up your mind yet. You -- again, I told you the really important part of this case, just as important as the facts, is the law. And you've heard all these statutes, and they're not -- you know, they're not something you can just hear and say, "Oh, I get that." You're going to have to read what I provide you as to what the law applies to each one of these statutes that the lawyers are talking about here and their clients.

So don't make up your mind. You still have that portion and, obviously, the closing argument so that the attorneys can direct you to what they believe is an important part of their case. And you can take that or leave it. It's an argument. But that is an important part of the case. So we will send you back home.

Again, don't discuss the case. Don't form or express any opinions about the case. Don't let anyone discuss the case in your presence. Don't make up your mind about the case until you're all together tomorrow and we send you back to deliberate. You'll have plenty of time tomorrow to talk about it and come up with a verdict.

Okay. Thank you very much.

(Court adjourned at 4:00 p.m.)

CERTIFICATE

I, Gayle D. Madden, Registered Diplomate Reporter and Certified Realtime Reporter, hereby certify that I am a duly appointed Official Court Reporter of the United States District Court for the Eastern District of Missouri.

I further certify that the foregoing is a true and accurate transcript of the proceedings held in the above-entitled case and that said transcript is a true and correct transcription of my stenographic notes.

I further certify that this transcript contains pages 1 through 150 inclusive.

Dated at St. Louis, Missouri, this 10th day of April, 2016.

/s/ Gayle D. Madden
GAYLE D. MADDEN, CSR, RDR, CRR
Official Court Reporter